LINDQUIST

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November 20, 2013

RECEIVED
NOV 22 2013
S.D. SEC. OF STATE
2320326

Certified Mail, Return Receipt Requested

South Dakota Secretary of State
State Capitol, Suite 204
Business Division-Bond Information Statement Filing
500 East Capitol
Pierre, SD 57501-5070

Re: $12,005,000 Limited Tax General Obligation Certificates of Participation, Series 2013A Evidencing Undivided Interests in Lease Payments to be Made by Minnehaha County, South Dakota Pursuant to a Lease-Purchase Agreement with U.S. Bank National Association

Dear Filing Officer:

Enclosed for filing is a Bond Information Statement for the above-referenced transaction, together with a check for the $10.00 filing fee. A copy of the Official Statement for the above-referenced offering is also enclosed for your reference.

Please return acknowledgment of filing at your earliest opportunity. If you have any questions, please call me at (612) 371-2490.

Very truly yours,

Debera A. Heimerl

Debera A. Heimerl
Legal Administrative Assistant

Enclosures

BOND INFORMATION STATEMENT
State of South Dakota
SDCL 6-8B-19

Return:

Secretary of State
State Capitol
500 E. Capitol
Pierre, SD 57501-5077

FILING FEE: $10.00

TELEPHONE: (605) 773-3537

Every public body, authority, or agency issuing any general obligation, revenue, improvements, industrial revenue, special assessment, or other bonds of any type shall file with the Secretary of State a bond information statement concerning each issue of bonds.

1.	Name of Issuer:	Minnehaha County, South Dakota
2.	Designation of issue:	$12,005,000 Limited Tax General Obligation Certificates of Participation, Series 2013A
3.	Date of issue:	November 20, 2013
4.	Purpose of issue:	to refund a portion of the 2004 Certificates
5.	Type of bond:	certificates of participation evidencing undivided interests in lease payments to be made by Minnehaha County pursuant to a lease-purchase agreement with U.S. Bank National Association
6.	Principal amount and denomination of bond:	$5,000 in denominations as set forth in the attached Fourteenth Amendment to Lease-Purchase Agreement
7.	Paying dates of principal and interest:	June 1 and December 1 of each year commencing June 1, 2014
8.	Amortization schedule:	see attached Fourteenth Amendment to Lease-Purchase Agreement
9.	Interest rate or rates, including total aggregate interest cost:	see attached Fourteenth Amendment to Lease-Purchase Agreement

This is to certify that the above information pertaining to Minnehaha County is true and correct on this 20th day of November, 2013.

LINDQUIST & VENNUM LLP,
as Bond Counsel

By: Elizabeth G. Aby

For further information regarding the enclosed filing, contact Elizabeth G. Aby, Lindquist & Vennum LLP, 4200 IDS Center, Minneapolis, Minnesota (612-371-3535)

Execution Copy

2013A

FOURTEENTH AMENDMENT TO

LEASE-PURCHASE AGREEMENT

between

U.S. BANK NATIONAL ASSOCIATION, as trustee

lessor

and

MINNEHAHA COUNTY, SOUTH DAKOTA

as lessee

Dated as of the 1st day of November, 2013

This instrument drafted by:
Lindquist & Vennum LLP
4200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

THIS FOURTEENTH AMENDMENT TO LEASE-PURCHASE AGREEMENT, dated as of November 1, 2013 (the "Fourteenth Amendment to Lease"), by and between U.S. BANK NATIONAL ASSOCIATION, as trustee, a banking association duly organized and existing under the laws of the United States, as lessor (the "Trustee") and MINNEHAHA COUNTY, SOUTH DAKOTA, a political subdivision of the State of South Dakota (the "County"), as lessee;

WITNESSETH:

WHEREAS, the Trustee and the County entered into a Declaration of Trust (the "Original Trust Agreement") dated as of September 1, 1992 relating to the $9,950,000 Certificates of Participation, dated September 1, 1992 (the "1992 Certificates"), as amended and supplemented by the First Supplemental Declaration of Trust, dated as of November 1, 1994 (the "First Supplemental Trust Agreement") relating to the $5,630,000 Certificates of Participation, Series 1994A, dated as of November 1, 1994 (the "1994A Certificates"), the Second Supplemental Declaration of Trust, dated as of April 1, 1997 (the "Second Supplemental Trust Agreement") relating to the $3,460,000 Certificates of Participation Series 1997A (the "1997A Certificates"), the Third Supplemental Declaration of Trust, dated as of April 1, 1999 (the "Third Supplemental Trust Agreement") relating to the $8,555,000 Certificates of Participation Series 1999 (the "1999 Certificates"), the Fourth Supplemental Declaration of Trust, dated as of December 1, 2000 (the "Fourth Supplemental Trust Agreement") relating to the $10,000,000 Certificates of Participation Series 2000 (the "2000 Certificates") and the $13,000,000 Certificates of Participation Series 2001 (the "2001 Certificates"), the Fifth Supplemental Declaration of Trust, dated as of September 1, 2004 (the "Fifth Supplemental Trust Agreement) relating to the $13,170,000 Certificates of Participation Series 2004 (the "2004 Certificates"), the Sixth Supplemental Declaration of Trust, dated as of October 1, 2005 (the "Sixth Supplemental Trust Agreement") relating to the $1,700,000 Certificates of Participation Series 2005A (the "2005A Certificates"), the Seventh Supplemental Declaration of Trust, dated as of October 1, 2005 (the "Seventh Supplemental Trust Agreement") relating to the $2,900,000 Certificates of Participation Series 2005C (the "2005C Certificates"), the Eighth Supplemental Declaration of Trust, dated as of October 1, 2006 (the "Eighth Supplemental Trust Agreement") relating to the $1,750,000 Certificates of Participation Series 2006 (the "2006 Certificates"), the Ninth Supplemental Declaration of Trust, dated as of August 1, 2007 (the "Ninth Supplemental Trust Agreement") relating to the $12,275,000 Certificates of Participation Series 2007 (the "2007 Certificates"), the Tenth Supplemental Declaration of Trust, dated as of August 1, 2007 (the "Tenth Supplemental Trust Agreement") relating to the $2,130,000 Certificates of Participation Series 2007B (the "2007B Certificates"), the Eleventh Supplemental Declaration of Trust, dated as of September 1, 2008 (the "Eleventh Supplemental Trust Agreement") relating to the $417,000 Certificates of Participation Series 2008 (the "2008 Certificates"), the Twelfth Supplemental Declaration of Trust, dated as of November 1, 2010 (the "Twelfth Supplemental Trust Agreement") relating to the $2,785,000 Taxable Limited Tax General Obligation Certificates of Participation-Recovery Zone Economic Development Bonds, Series 2010A and $385,000 Limited Tax General Obligation Certificates of Participation, Series 2010B (collectively, the "2010 Certificates") and the Thirteenth Supplemental Declaration of Trust, dated as of September 1, 2011 (the "Thirteenth Supplemental Trust Agreement") relating to the $2,075,000 Limited Tax General Obligation Certificates of Participation, Series 2011A (the "2011A Certificates") in a Lease-Purchase Agreement between the Trustee and the County, dated as of September 1, 1992 (the "Original Lease"), as amended and supplemented by the First

Amendment to Lease-Purchase Agreement, dated as of November 1, 1994 (the "First Amendment to Lease"), the Second Amendment to Lease-Purchase Agreement, dated as of April 1, 1997 (the "Second Amendment to Lease"), the Third Amendment to Lease-Purchase Agreement, dated as of April 1, 1999 (the "Third Amendment to Lease"), the Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 2000 (the "Fourth Amendment to Lease"), the Fifth Amendment to Lease-Purchase Agreement, dated as of September 1, 2004 (the "Fifth Amendment to Lease"), the Sixth Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Sixth Amendment to Lease"), the Seventh Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Seventh Amendment to Lease"), the Eighth Amendment to Lease-Purchase Agreement, dated as of October 1, 2006 (the "Eighth Amendment to Lease"), the Ninth Amendment to Lease-Purchase Agreement, dated as of August 1, 2007 (the "Ninth Amendment to Lease"), the Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2007 (the "Tenth Amendment to Lease"), the Eleventh Amendment to Lease-Purchase Agreement, dated as of September 1, 2008 (the "Eleventh Amendment to Lease"), the Twelfth Amendment to Lease-Purchase Agreement, dated as of November 1, 2010 (the "Twelfth Amendment to Lease") and the Thirteenth Amendment to Lease-Purchase Agreement, dated as of September 1, 2011 (the "Thirteenth Amendment to Lease"); and

WHEREAS, pursuant to Section 3.19 of the Original Trust Agreement, Additional Certificates (as defined in the Original Trust Agreement) may be issued under and be equally and ratably secured by the Original Trust Agreement to provide funds for refunding all or any portion of the Certificates of any series then outstanding, including any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding and provided other conditions are met as set forth in Section 3.19 of the Original Trust Agreement; and

WHEREAS, the County and the Trustee may amend the Original Trust Agreement, without the consent of or notice to any of the Owners (as defined in the Original Trust Agreement) of the Certificates, under Section 7.02 of the Original Trust Agreement to issue Additional Certificates as provided in Section 3.19 of the Original Trust Agreement; and

WHEREAS, the Fourteenth Supplemental Declaration of Trust, dated as of November 1, 2013 (the "Fourteenth Supplemental Trust Agreement") is necessary to issue the $12,005,000 Limited Tax General Obligation Certificates of Participation, Series 2013A (the "2013A Certificates") in the Original Lease, as amended and supplemented by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease and the Thirteenth Amendment to Lease between the County and the Trustee, to provide funds to refund a portion of the Series 2004 Certificates; and

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

1. All words and phrases defined in the Original Lease under Section 1.1 as amended by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease and the Thirteenth Amendment to Lease shall have the same meaning when used in this Fourteenth Amendment to Lease except as follows:

Interest: the portion of any Lease Payment designated as and comprising interest as described in Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

Interest Payment Date or Payment Date: any of the dates for scheduled payments of Interest as shown on Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

Lease Payment: the payment due from the County to the Trustee on each Payment Date during the Term of the Lease, as shown on Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

Lease Payment Account: the account established under Section 4.03 of the Trust Agreement.

Payment Date: the date upon which any Lease Payment is due and payable as provided in Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease,

Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

Principal: the portion of any Lease Payment designated as principal on Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

Principal Balance: as of any date, $105,940,000 plus new issue, less the aggregate amount of Principal theretofore paid.

Principal Payment Date: any of the dates for scheduled payments of Principal, as shown on Exhibit B to Original Lease, Exhibit A to First Amendment to Lease, Exhibit A to Second Amendment to Lease, Exhibit A to Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

2. Exhibit A to this Fourteenth Amendment to Lease sets forth the date and Interest and Principal components of each Lease Payment relating to the 2013A Certificates coming due during the Lease Term, and the provisions for prepayment of such Lease Payments.

3. Section 2.1 is deleted in its entirety and a new Section 2.1 as follows is substituted in lieu thereof:

Section 2.1. Representations, Covenants and Warranties of County. The County represents, covenants and warrants as follows:

(a) The County is authorized under the Constitution and laws of the State to enter into the Original Lease, the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease,

the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease, the Thirteenth Amendment to Lease and the Fourteenth Amendment to Lease and the transactions contemplated hereby, and to perform all of its obligations thereunder or hereunder.

(b) The officers of the County executing the Original Lease, the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease, the Thirteenth Amendment to Lease and the Fourteenth Amendment to Lease have been duly authorized to do so.

(c) The County will file with the Internal Revenue Service the information reporting statement required by Section 149(e) of the Code.

(d) The County agrees that it will not take any action which would have the effect of subjecting the Interest to be paid under the Lease to federal income taxes nor will the County fail to take any action which failure could result in subjecting the Interest to be paid under the Lease to federal income taxes.

4. Section 3.4 is deleted in its entirety and a new Section 3.4 as follows is substituted in lieu thereof:

Section 3.4. Lease Payments. Subject to the provisions of Section 3.5, the County shall pay to the Trustee Lease Payments at the times and in the manner specified in the Exhibit B attached to the Original Lease, Exhibit A attached to the First Amendment to Lease, Exhibit A attached to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease. The Lease Payments shall be paid directly to the Registrar in lawful money of the United States of America in immediately available funds on the Payment Date.

5. Section 8.1 is deleted in its entirety and a new Section 8.1 as follows is substituted in lieu thereof:

Section 8.1. Option to Prepay in Whole or in Part. The County shall have the option to prepay the unpaid Lease Payments but only in the manner provided in Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A

to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease.

6. Section 8.2 is deleted in its entirety and a new Section 8.2 as follows is substituted in lieu thereof:

Section 8.2. Exercise of Prepayment Option. The County shall give notice to the Trustee of its intention to exercise its prepayment option not less than 90 days in advance of the date of exercise, and shall pay to the Trustee on the date of exercise an amount equal to the amount of Principal to be prepaid, plus accrued interest to the prepayment date, as shown in Exhibit B to the Original Lease, Exhibit A to the First Amendment to Lease, Exhibit A to the Second Amendment to Lease, Exhibit A to the Third Amendment to Lease, Exhibit A to the Fourth Amendment to Lease, Exhibit A to the Fifth Amendment to Lease, Exhibit A to the Sixth Amendment to Lease, Exhibit A to the Seventh Amendment to Lease, Exhibit A to the Eighth Amendment to Lease, Exhibit A to the Ninth Amendment to Lease, Exhibit A to the Tenth Amendment to Lease, Exhibit A to the Eleventh Amendment to Lease, Exhibit A to the Twelfth Amendment to Lease, Exhibit A to the Thirteenth Amendment to Lease and Exhibit A to the Fourteenth Amendment to Lease less any Net Proceeds to be applied to the amount to be so paid in accordance with Section 6.2.

7. Binding Effect. This Fourteen Amendment to Lease shall inure to the benefit of and shall be binding upon the Trustee and the County and their respective successors and assigns.

8. Severability. In the event any provision of this Fourteenth Amendment to Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

9. Execution in Counterparts. This Fourteenth Amendment to Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank;
signature pages follow.]

IN WITNESS WHEREOF, the Trustee has caused this Fourteenth Amendment to Lease to be executed in its corporate name by its duly authorized officer; and the County has caused this Fourteenth Amendment to Lease to be executed in its name by its duly authorized officers and sealed with its corporate seal, as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION

By: ______________________

Its: Vice President

Signature page of the Fourteenth Amendment to Lease-Purchase Agreement, dated as of November 1, 2013 between U.S. Bank National Association, as lessor, and Minnehaha County, South Dakota, as lessee.

MINNEHAHA COUNTY, SOUTH DAKOTA

By: Gerald Beninga
Its: Chairman

ATTEST:

By: ______________________
Its: County Auditor

(SEAL)

Signature page of the Fourteenth Amendment to Lease-Purchase Agreement, dated as of November 1, 2013 between U.S. Bank National Association, as lessor, and Minnehaha County, South Dakota, as lessee.

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this 5th day of November, 2013, before me, a Notary Public within and for said County, personally appeared Gerald Beninga and Bob Litz, to me personally known, who being by me duly sworn, did say that they are the Chairman and County Auditor, respectively, of MINNEHAHA COUNTY, SOUTH DAKOTA, a political subdivision of the State of South Dakota, the subdivision referred to in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed in behalf of said political subdivision by authority of its Board of County Commissioners; and said Chairman and County Auditor acknowledged said instrument to be the free act and deed of said political subdivision.

CYNTHIA JEPSEN
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

(Notarial Seal)

Cynthia Jepsen
Notary Public
Minnehaha County, South Dakota
My commission expires: 10/5/18

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this ___ day of __________, 2013, before me, a Notary Public within and for said County, personally appeared Judith Foley, to me personally known, who being by me duly sworn, did say that (s)he is an Vice President of U.S. BANK NATIONAL ASSOCIATION, the banking association referred to in the foregoing instrument; that said instrument was signed and sealed in behalf of said banking association by authority and sealed in behalf of said banking association by authority of its Board of Directors; and (s)he acknowledged said instrument to be the free act and deed of said banking association.

(Notarial Seal)

____
Notary Public
__________________ County,
My commission expires:

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this ___ day of ____________, 2013, before me, a Notary Public within and for said County, personally appeared Gerald Beninga and Bob Litz, to me personally known, who being by me duly sworn, did say that they are the Chairman and County Auditor, respectively, of MINNEHAHA COUNTY, SOUTH DAKOTA, a political subdivision of the State of South Dakota, the subdivision referred to in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said political subdivision; that said instrument was signed and sealed in behalf of said political subdivision by authority of its Board of County Commissioners; and said Chairman and County Auditor acknowledged said instrument to be the free act and deed of said political subdivision.

(Notarial Seal)

____
Notary Public
Minnehaha County, South Dakota
My commission expires:

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

On this 6 day of November, 2013, before me, a Notary Public within and for said County, personally appeared Judith Foley, to me personally known, who being by me duly sworn, did say that (s)he is an Vice President of U.S. BANK NATIONAL ASSOCIATION, the banking association referred to in the foregoing instrument; that said instrument was signed and sealed in behalf of said banking association by authority and sealed in behalf of said banking association by authority of its Board of Directors; and (s)he acknowledged said instrument to be the free act and deed of said banking association.

DENISE R. LANDEEN
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2017

(Notarial Seal)

Denise R. Landeen
Notary Public
January 31, 2017 County,
My commission expires:

EXHIBIT A

Lease Payments and Prepayment Provisions

1. 2013A Lease Payment Dates; Principal and Interest Components.

Payment Date (as of Last Business Day)	Principal Amount	Interest Payment	Lease Payment
May, 2014		$128,808.94	$128,808.94
November, 2014	$1,325,000.00	121,390.63	1,446,390.63
May, 2015		108,140.63	108,140.63
November, 2015	1,490,000.00	108,140.63	1,598,140.63
May, 2016		93,240.63	93,240.63
November, 2016	1,615,000.00	93,240.63	1,708,240.63
May, 2017		77,090.63	77,090.63
November, 2017	1,645,000.00	77,090.63	1,722,090.63
May, 2018		60,640.63	60,640.63
November, 2018	1,795,000.00	60,640.63	1,855,640.63
May, 2019		42,690.63	42,690.63
November, 2019	1,990,000.00	42,690.63	2,032,690.63
May, 2020		22,790.63	22,790.63
November, 2020	2,145,000.00	22,790.63	2,167,790.63

NEW ISSUE **RATING: Moody's "Aa2"**

In the opinion of Lindquist & Vennum LLP, Bond Counsel, according to federal laws, regulations, ruling and decisions in effect on the date of issuance of the 2013A Certificates, the interest to be paid on the 2013A Certificates is not includable in gross income for federal income tax purposes except under certain conditions. Interest paid on 2013A Certificates is not an item of tax preference includable for purposes of computing the alternative minimum tax applicable to all taxpayers, including individuals, under the Internal Revenue Code of 1986 , as amended (the "Code"), however, interest paid on the 2013A Certificates is not includable in adjusted current earnings in determining the alternative minimum taxable income of corporations for purposes of the federal alternative minimum tax. Interest on the 2013A Certificates is includable in gross income for South Dakota income tax purposes when the owner is a financial institution as defined in South Dakota Codified Laws, Chapter 10-43. The County will not designate the Lease Payments relating to the 2013A Certificates as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986. See "TAX MATTERS," herein.

$12,005,000

Limited Tax General Obligation Certificates of Participation, Series 2013A

Evidencing Proportionate Interests of the Owners
in a Lease-Purchase Agreement between
U.S. BANK NATIONAL ASSOCIATION
and
MINNEHAHA COUNTY, SOUTH DAKOTA

Dated: Date of Issuance **Due: December 1, as shown on the inside cover**

The Limited Tax General Obligation Certificates of Participation, Series 2013A (the "2013A Certificates") are being delivered to refund all or a portion of the Limited Tax General Obligation Certificates of Participation Series 2004 (the "2004 Certificates"), that mature on or after December 1, 2013 which were issued to finance the acquisition, remodeling, expansion, construction and equipping of facilities, which included some or all of the following: (i) a work release facility, (ii) a law enforcement facility, (iii) the juvenile corrections facility and (iv) the County courthouse. The 2013A Certificates represent proportionate interests in payments to be made by Minnehaha County (the "County") under a Lease-Purchase Agreement, dated as of September 1, 1992, as amended and supplemented by the First Amendment to Lease-Purchase Agreement, dated as of November 1, 1994, the Second Amendment to Lease-Purchase Agreement, dated as of April 1, 1997, the Third Amendment to Lease-Purchase Agreement, dated as of April 1, 1999, the Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 2000, the Fifth Amendment to Lease Purchase Agreement, dated as of September 1, 2004, the Sixth Amendment to Lease-Purchase Agreement, dated as of October 1, 2005, the Seventh Amendment to Lease-Purchase Agreement, dated as of October 1, 2005, the Eighth Amendment to Lease-Purchase Agreement, dated as of October 1, 2006, the Ninth Amendment to Lease-Purchase Agreement, dated as of August 1, 2007, the Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2007, the Eleventh Amendment to Lease-Purchase Agreement, dated as of September 1, 2008, the Twelfth Amendment to Lease-Purchase Agreement, dated as of November 1, 2010, the Thirteenth Amendment to Lease-Purchase Agreement, dated as of September 1, 2011, and the Fourteenth Amendment to Lease, dated as of November 1, 2013 (collectively, the "Lease") with U.S. Bank National Association (the "Trustee").

The County has agreed to levy a tax annually which is intended to provide the Trustee with sufficient revenue to make all Lease Payments under the Trust Agreement as they become due.

The 2013A Certificates are issuable in fully registered form and will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2013 Certificates. Purchases of beneficial ownership interests in the 2013A Certificates will be made in book-entry form only, in principal amounts of $5,000 or whole multiples thereof. Beneficial owners of the 2013A Certificates will not receive certificates evidencing their ownership interests in the 2013A Certificates. So long as DTC or its nominee is the registered owner of the 2013A Certificates, payments of principal, redemption price and interest will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to beneficial owners is the responsibility of the DTC participants.

Interest on the 2013A Certificates will be payable on June 1 and December 1 of each year, commencing June 1, 2014. The 2013A Certificates will mature serially on December 1, in the years and amounts as shown on the inside cover.

The 2013A Certificates will be subject to redemption prior to maturity. See "THE CERTIFICATES OF PARTICIPATION – Redemption."

The 2013A Certificates are offered when, as and if issued subject to the opinion of Lindquist & Vennum LLP, Minneapolis, Minnesota, Bond Counsel, as to validity and tax exemption. Certain legal matters will be passed on for the County by Kersten A. Kappmeyer Chief Civil Deputy State's Attorney for Minnehaha County. It is expected that delivery of the 2013A Certificates will be made through the facilities of The Depository Trust Company on or about November 20, 2013, against payment therefor.

DOUGHERTY & COMPANY LLC

FINANCIAL ADVISOR TO THE ISSUER

The date of this Official Statement is October 30, 2013.

The 2013A Certificates mature on December 1, as follows:

MATURITY SCHEDULE

Series 2013A

Maturity	Amount	Interest Rate	Price	CUSIP**
12/01/2014	$1,325,000	2.000%	101.747%	603850FN3
12/01/2015	1,490,000	2.000	102.923	603850FP8
12/01/2016	1,615,000	2.000	103.585	603850FQ6
12/01/2017	1,645,000	2.000	103.338	603850FR4
12/01/2018	1,795,000	2.000	102.145	603850FS2
12/01/2019	1,990,000	2.000	100.385	603850FT0
12/01/2020	2,145,000	2.125	99.191	603850FU7

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OFFICIAL STATEMENT

This Official Statement does not constitute an offer to sell the 2013A Certificates in any state or other jurisdiction to any person whom it is unlawful to make such offer in such state or jurisdiction. No dealer, salesman, or any person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the 2013A Certificates, and if given or made, such information or representation must not be relied upon.

The information set forth herein has been obtained from the County, DTC, and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the County or anyone acting on its behalf. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale of the 2013A Certificates shall, except as specifically stated herein, create any implication that there has been no change in the affairs of the County since the date of this Official Statement.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER AND TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION OF THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE COUNTY DOES NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR.

THE 2013A CERTIFICATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SECTION 3(A)(2) OF SUCH ACT.

Any CUSIP numbers for the 2013A Certificates included in this Official Statement are provided for the convenience of the owners and prospective investors. The County is not responsible for the selection of the CUSIP numbers and makes no representation as to the accuracy thereof as printed on the 2013A Certificates or as set forth in this Official Statement.

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OFFICIAL STATEMENT

$12,005,000

Certificates of Participation, Series 2013A
(Limited Tax General Obligation)
Evidencing Proportionate Interests of the Owners
in a Lease-Purchase Agreement between
U.S. BANK NATIONAL ASSOCIATION
and
MINNEHAHA COUNTY, SOUTH DAKOTA

INTRODUCTION

Definitions

Certain terms used in this Official Statement, if not defined herein, are defined in Appendix A hereto.

General Description

The purpose of this Official Statement, including the cover pages and Appendices hereto, is to provide information in connection with the offering, sale and delivery of $12,005,000 2013A Certificates described herein. Each of the 2013A Certificates represent the undivided ownership interest of the Owner thereof in and to the Lease (as defined hereinafter) and the right to receive certain revenue thereunder, including, without limitation, the Lease Payments due under the Lease, at the times, in the manner and from the sources specified therein.

The Trustee has issued the 2013A Certificates pursuant to the Trust Agreement. The Trustee's interest in the Lease and in the Facilities which are subject to the Lease, including the right to receive Lease Payments under the Lease, has been assigned to the Trustee for the benefit of the Owners of the 2013A Certificates pursuant to the terms of the Trust Agreement. Pursuant to the Lease, the County will remit such Lease Payments under the Lease directly to the Trustee. The Lease Payments are payable by the County as described in "LEASE-PURCHASE AGREEMENT – Lease Term and Payments."

Pursuant to the Lease, dated as of November 1, 1992, as amended and supplemented, the Trustee leased the Land from the County for a term ending on December 1, 2030, with an automatic renewal for an additional ten (10) years, if the Certificates have not been fully paid at the expiration of the initial term.

Pursuant to the Fourteenth Amendment to Lease-Purchase Agreement, dated as of November 1, 2013 (the "Fourteenth Amendment to Lease"), by and between the Trustee as lessor and the County as lessee, the Trustee will refund all or a portion the Certificates of Participation (Limited Tax Obligation) Series 2004 (the "Series 2004 Certificates") that mature on or after December 1, 2013 which were issued to finance the acquisition, remodeling, expansion, construction and equipping of facilities, which included some or all of the following: (i) a work release facility, (ii) a law enforcement facility, (iii) the juvenile corrections facility and (iv) the County courthouse. Pursuant to the Lease-Purchase Agreement, dated as of September 1, 1992 (the "Original Lease"), the Trustee issued the 1992 Certificates to finance the acquisition, remodeling, expansion, construction and equipping of facilities, which included some or all of the following: (i) a work release facility, (ii) a law enforcement facility, (iii) the juvenile corrections facility and (iv) the County courthouse (the "1992 Facilities"). Pursuant to the First Amendment to Lease-Purchase Agreement, dated as of November 1, 1994 (the "First Amendment to Lease"), the Trustee issued the 1994A Certificates to complete the 1992 Facilities. Pursuant to the Second Amendment to Lease-Purchase Agreement, dated as of April 1, 1997 (the "Second Amendment to Lease"), a portion of

the Series 1994A Certificates were refunded. Pursuant to the Third Amendment to Lease-Purchase Agreement, dated as of April 1, 1999 (the "Third Amendment to Lease") the Trustee refunded the 1992 Certificates. Pursuant to the Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 2000 (the "Fourth Amendment to Lease"), the Trustee issued the 2000 Certificates and the 2001 Certificates to finance the costs of acquisition, construction, furnishing and equipping of a jail on the Land. Pursuant to the Fifth Amendment to Lease-Purchase Agreement, dated as of September 1, 2004 (the "Fifth Amendment to Lease"), the Trustee issued the 2004 Certificates to refund a portion of the Series 2000 Certificates and the 2001 Certificates. Pursuant to the Sixth Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Sixth Amendment to Lease"), the Trustee issued the 2005A Certificates to refund a portion of the 1997A Certificates, the 1999 Certificates and the 2000 Certificates. Pursuant to the Seventh Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Seventh Amendment to Lease"), the Trustee issued the 2005C Certificates to finance the costs of acquisition, construction, furnishing and equipping of the Facilities. Pursuant to the Eighth Amendment to Lease-Purchase Agreement, dated as of October 1, 2006 (the "Eighth Amendment to Lease"), the Trustee issued the 2006 Certificates to refund a portion of the 1997A Certificates, 1999 Certificates and the 2000 Certificates which were issued to pay all or a portion of the costs of acquisition, construction, furnishing and equipping of a work release facility, law enforcement facility, juvenile corrections facility, jail and courthouse. Pursuant to the Ninth Amendment to Lease-Purchase Agreement, dated as of August 1, 2007 (the "Ninth Amendment to Lease"), the Trustee issued the 2007 Certificates to finance the costs of acquisition, renovation, construction and equipping of an addition to the courthouse and the renovation of the parking lot adjacent to the county administration building. Pursuant to the Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2007 (the "Tenth Amendment to Lease"), the Trustee issued the 2007B Certificates to refund a portion of the 1994A Certificates. Pursuant to the Eleventh Amendment to the Lease-Purchase Agreement, dated as of September 1, 2008 (the "Eleventh Amendment to Lease"), the Trustee issued the 2008 Certificates to refund a portion of the Certificates of Participation (Limited Tax Obligation) Series 1999 which were issued to refund a portion of the Series 1992 Certificates, Pursuant to the Twelfth Amendment to the Lease-Purchase Agreement, dated November 1, 2010 (the "Twelfth Amendment to Lease"), the Trustee issued the 2010 Certificates to pay the costs of acquisition, renovation, construction and equipping of an addition to the jail. Pursuant to the Thirteenth Amendment to the Lease dated as of September 1, 2011 (the "Thirteenth Amendment to Lease") the Trustee issued 2011 Certificates to refund all or a portion the Certificates of Participation (Limited Tax Obligation) Series 2004 (the "2004 Certificates"), the Certificates of Participation (Limited Tax Obligation) Series 2007B (the "2007B Certificates") and the Certificates of Participation (Limited Tax Obligations) Series 2008 (the "2008 Certificates") due on December 1, 2011. The Original Lease, as amended and supplemented by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease, the Thirteenth Amendment and the Fourteenth Amendment to Lease is collectively referred to herein as the Lease.

THE CERTIFICATES OF PARTICIPATION

General Provisions

The 2013A Certificates will be authenticated and issued by the Trustee pursuant to the Trust Agreement. The 2013A Certificates will be initially dated date of issuance and will mature as shown on the inside cover page hereof. Interest on the 2013A Certificates is payable on each June 1 and December 1, commencing June 1, 2014. The 2013A Certificates are issuable in denominations of $5,000. Each Certificate evidences the Owner's right to receive distributions of a portion of the Lease Payments payable by the County pursuant to the Lease. Principal with respect to the 2013A Certificates shall be payable at the corporate trust office of the Operations Agent, acting as registrar and paying agent, in St.

Paul, Minnesota. Interest with respect to the 2013A Certificates shall be payable by check or draft of the Operations Agent, acting as registrar and paying agent, mailed on the Interest Payment Date to the owner of record as of the fifteenth (15^{th}) day (whether or not a business day) of the month preceding the Interest Payment Date, at the address shown on the Certificate Register required to be maintained by the Operations Agent, acting as registrar and paying agent. The 2013A Certificates delivered prior to June 1, 2014 will be dated date of issuance, and the 2013A Certificates delivered on or after June 1, 2014, will be dated the preceding Interest Payment Date, or, if delivered on an Interest Payment Date, the date of delivery. The 2013A Certificates may be transferred, and principal with respect to the 2013A Certificates will be payable upon surrender at the principal corporate trust office of the Operations Agent, acting as registrar and paying agent, in the manner provided in the Trust Agreement.

Ownership of the 2013A Certificates will be registered initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as securities depository for the 2013A Certificates. Unless and until the book-entry system with respect to the 2013A Certificates is terminated by DTC or the County, beneficial ownership interests in the 2013A Certificates may be acquired in book-entry from only, in the principal amount of $5,000 or any integral multiple thereof of a single maturity, and will not be evidenced by individual certificates.

Book-Entry Only System

Information concerning The Depository Trust Company, New York, New York ("DTC") and the Book-Entry System (APPENDIX E – BOOK ENTRY ONLY SYSTEM) has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuer, the Underwriter or the Trustee.

Certificates in Book-Entry Form

Beneficial ownership in the 2013A Certificates will be available to Beneficial Owners (as described in APPENDIX E – BOOK ENTRY ONLY SYSTEM) only by or through DTC Participants via a book-entry system (the "Book-Entry System") maintained by DTC.

Discontinuance of DTC Services

DTC may discontinue providing its services as securities depository with respect to 2013A Certificates at any time by giving notice to the Issuer and the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be authenticated and delivered.

The County may, as provided in the Lease, decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Certificates will be authenticated and delivered for the 2013A Certificates.

Redemption

Extraordinary Redemption. The 2013A Certificates are subject to redemption, in whole, but not in part, on any date for which notice of redemption can be given, at a redemption price equal to their principal amount plus accrued interest, if the County elects, or is required to prepay the Lease Payments relating to the 2013A Certificates upon the occurrence of certain events of damage to, or destruction or condemnation of the Facilities covered by the Lease..

Optional Redemption. The 2013A Certificates maturing on and after December 1, 2018, are subject to redemption on and after December 1, 2017, in whole on any date or in part on any date, at a price equal to the principal amount thereof to be redeemed, plus interest accrued to the date of redemption.

Selection of Certificates for Redemption. The 2013A Certificates shall be called for redemption in inverse order of maturity dates; if less than all the 2013A Certificates maturing on the same date are to be redeemed, the 2013A Certificates shall be selected by lot in such manner as the Trustee shall determine; provided that the portion of any 2013A Certificates to be redeemed shall be in the principal amount of $5,000 or any integral multiple thereof.

Notice of Redemption. When redemption is authorized or required, the Trustee shall give the Owners of the 2013A Certificates to be redeemed notice of the redemption of their 2013A Certificates. Such notice shall specify: (a) the 2013A Certificates (or portion thereof) to be redeemed; (b) the date of redemption; and (c) the place or places where the redemption will be made. Such notice shall further state that on the specified redemption date interest on the 2013A Certificates to be redeemed shall cease to accrue and be payable.

Notice of such redemption shall be given not less than thirty (30) days prior to the redemption date by mailing first class, postage prepaid, copies thereof to the Owners whose 2013A Certificates are to be redeemed. Failure to mail such notice shall not affect the validity of the proceedings for the redemption of the 2013A Certificates.

Additional Certificates

(a) Additional Certificates may be issued under and be equally and ratably secured by the Trust Agreement on a parity with the Certificates issued under the Trust Agreement and any other Additional Certificates Outstanding, at any time and from time to time, for any of the following purposes.

(1) To provide funds to pay all or any part of the costs of completing the Project, the total of such costs to be evidenced by a certificate signed by an Authorized Officer of the County.

(2) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the Lease.

(3) To provide funds to pay all or any part of the costs of acquisition, construction, furnishing and equipping of additions to the Facilities.

(4) To provide funds for refunding all or any portion of the Certificates of any series issued under the Trust Agreement then Outstanding, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Certificates shall be issued under the Trust Agreement, the County shall adopt a resolution (i) authorizing or approving the issuance of such Additional Certificates; (ii) authorizing or approving the execution of a Supplemental Trust Agreement for the purpose of issuing such Additional Certificates and fixing the amount and terms thereof and describing the purpose or purposes for which such Additional Certificates are being issued or describing the Certificates to be refunded; and, if required, (iii) authorizing the execution of an amendment to the Lease to provide for Lease Payments at least sufficient to pay amounts representing principal, premium, if any, and interest with respect to the Certificates then to be Outstanding (including the Additional Certificates to be issued) as the same become due.

(c) Except as to any difference in date, maturity, interest rate or redemption provisions, such Additional Certificates shall be on a parity with and shall be entitled to the same benefit and security of the Trust Agreement as the Certificates and any other Additional Certificates Outstanding after the issuance of such Additional Certificates.

(d) Such Additional Certificates shall be executed substantially in the form and manner set forth in the Trust Agreement, upon filing with the Trustee of the following:

(1) An original or certified copy of the resolution adopted by the County Board authorizing or approving the issuance of such Additional Certificates and the execution of such Supplemental Trust Agreement.

(2) An original executed counterpart of the Supplemental Trust Agreement providing for the issuance of such Additional Certificates.

(3) An original executed counterpart of the amendment to the Lease, if required, which amendment shall clearly establish that the County has agreed that the Additional Certificates shall constitute Certificates for the purpose of computing the required Lease Payments.

(4) A request and authorization to the Trustee, on behalf of the County, executed by an Authorized Officer of the County, to execute the Additional Certificates and to deliver them to the Original Purchaser therein identified upon payment of the purchase price thereof to the Trustee.

(5) An opinion of counsel nationally recognized in the area of municipal finance to the effect that the issuance of such Additional Certificates will not result in amounts representing interest payable with respect to any Certificates then Outstanding (including such Additional Certificates) becoming includable in gross income for federal income tax purposes.

(6) In the case of Additional Certificates being issued to refund Outstanding Certificates, such additional documents as shall be reasonably required by the Trustee to evidence that provision has been duly made in accordance with the provisions of the Trust Agreement for the payment of all of the Certificates to be refunded.

(7) Such other Certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Certificates.

(e) Except as described above, no obligations payable from the sources pledged for payment or security of the Certificates relating to the Trust Agreement, shall be issued on a parity with the Certificates relating to the Trust Agreement, but obligations subordinate to the Certificates relating to the Trust Agreement, may be issued upon the express written direction and consent of the County.

SOURCE AND SECURITY FOR PAYMENTS

Lease Payments

The Lease requires payment of semi-annual Lease Payments by the County, which payments are to be paid directly to the Trustee. The Lease Payments under the Fourteenth Amendment to Lease are due from the County on the last Business Day of each May and November, commencing on the last Business Day of May 2014.

The Lease is not subject to termination by the County except upon payment or prepayment of the Lease Payments, and the County's obligation to make Lease Payments is absolute and unconditional. The County has covenanted in the Resolution that it will budget and appropriate sufficient moneys in each year of the Lease Term to pay the Lease Payments when due and to pay any other amounts payable by the County under the Lease. The County further covenants in the Resolution that it will take all actions necessary to provide moneys to make such payments under the Lease, including the levy of such taxes as may be necessary, subject only to the limitations on such levies imposed by State law. The current

limitations on the County's ability to levy taxes to pay the Lease Payments and other amounts payable under the Lease are discussed below.

Levy Limitations

The tax levy for general purposes by a county in the State cannot exceed twelve dollars ($12.00) per thousand dollars of taxable valuation. In addition to the tax levy for general purposes, a South Dakota county may levy up to $0.90 per thousand dollars of taxable valuation for county buildings. South Dakota Codified Laws, Section 10-13-35 provides that the total amount of revenue derived from property taxes for county purposes may increase over the prior year's revenues by the smaller of three percent (3%) or the CPI inflation index and increases in revenues from additions, improvements or changes in the use of real property are permitted, as well as increased revenues resulting from annexations, reorganizations and certain other limited circumstances. Section 10-13-35 also provides that a county may increase its revenues above the revenue limitation to pay principal, interest, and redemption charges on any bonds, which were subject to a referendum.

Under South Dakota Codified Laws, Section 10-13-36, the revenue limitations under South Dakota Codified Laws, Section 10-13-35 may be exceeded by an excess tax levy imposed by a two-thirds vote of the County Commission, subject to a referendum by petition by 5% of the registered voters of the County. The County in July 2000 authorized an additional permanent tax levy under South Dakota Codified Laws, Section 10-13-36 (the "Opt Out Levy") not to exceed $1,150,000 for the calendar year 2000 taxes payable in calendar year 2001 and any subsequent calendar years. The County in July 2001 authorized an additional permanent tax levy under the Opt Out Levy not to exceed $500,000 for the calendar year 2001 taxes payable in calendar year 2002 and any subsequent years. The County in July 2005 authorized a tax levy under the Opt Out Levy not to exceed $260,000 beginning with the calendar year 2005 taxes payable in calendar year 2006 through calendar year 2024 taxes payable in calendar year 2025. The County in July 2006 authorized a tax levy under the Opt Out Levy not to exceed $1,625,000 beginning with the calendar year 2006 taxes payable in the calendar year 2007 through calendar year 2025 taxes payable in calendar year 2026. These additional tax levies were approved by at least two-thirds of the County Commissioners and no petition seeking a referendum was filed by the registered voters of the County. For 2012 taxes payable in 2013 the County's General Fund levy was $3.08, its Building Fund Levy was $0.354, and its Bond Redemption Levy was $0.11. It is projected that the Building Fund Levy should not need to increase for the lease payments on the 2013A Certificates.

SOURCES AND USES OF FUNDS

The proceeds of the 2013A Certificates will be used to refund all or a portion the Certificates of Participation (Limited Tax Obligation) Series 2004 (the "Series 2004 Certificates") that mature on or after December 1, 2013 which were issued to finance the acquisition, remodeling, expansion, construction and equipping of facilities, which included some or all of the following: (i) a work release facility, (ii) a law enforcement facility, (iii) the juvenile corrections facility and (iv) the County courthouse.

2013A Certificates

Sources		
	Par Amount of the 2013A Certificates	$ 12,005,000.00
	Reoffering Premium	208,319.50
	Total Sources	$ 12,213,319.50
Uses		
	Deposit to Current Refunding Fund	$ 12,068,843.75
	Costs of Issuance and Underwriter's Discount	144,475.75
	Total Uses	$ 12,213,319.50

RISK FACTORS AND INVESTMENT CONSIDERATIONS

A PROSPECTIVE PURCHASER OF THE 2013A CERTIFICATES DESCRIBED HEREIN SHOULD BE AWARE THAT THERE ARE CERTAIN RISKS ASSOCIATED WITH THE 2013A CERTIFICATES WHICH MUST BE RECOGNIZED. THE FOLLOWING STATEMENTS REGARDING CERTAIN RISKS ASSOCIATED WITH THE OFFERING SHOULD NOT BE CONSIDERED AS A COMPLETE DESCRIPTION OF ALL RISKS TO BE CONSIDERED IN THE DECISION TO PURCHASE THE 2013A CERTIFICATES. PROSPECTIVE PURCHASERS OF THE 2013A CERTIFICATES SHOULD ANALYZE CAREFULLY THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT AND ADDITIONAL INFORMATION IN THE FORM OF THE COMPLETE DOCUMENTS SUMMARIZED HEREIN, COPIES OF WHICH ARE AVAILABLE AND MAY BE OBTAINED FROM THE COUNTY OR THE UNDERWRITER.

Debt Service Source

The 2013A Certificates shall be limited general obligations of the County payable as to both principal and interest from a pledge of ad valorem taxes received by the County within the existing levies. While the future ability of the County to meet its obligations under the Bond Resolution is based upon assumptions and business judgments which the County believes are reasonable and appropriate, they are subject to conditions which may change in the future to an extent that presently cannot be determined. Thus, no assurance can be given that tax payers will pay their taxes when due, nor that the taxable value of real property will be sufficient to produce tax revenues in amounts sufficient to pay the principal of and interest on the 2013A Certificates as they become due.

Legal Matters

Various state and federal laws, regulations and constitutional provisions apply to the obligations created by the 2013A Certificates. There is no assurance that there will not be any change in, interpretation of, or addition to such applicable laws, provisions and regulations which would have a material effect, either directly or indirectly, on the County or the taxing authority of the County.

Limitations on Remedies Available to Owners of 2013A Certificates

The enforceability of the rights and remedies of the owners of 2013A Certificates, and the obligations incurred by the County in issuing the 2013A Certificates, could be subject to the following: the federal Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain unusual situations, of the police power inherent in the State of South Dakota and its governmental subdivisions in the interest of serving a legitimate and significant public purpose. Bankruptcy proceedings, or the exercise of powers by the

federal or state government, if initiated, could subject the owners of the 2013A Certificates to judicial discretion and interpretation of their rights in bankruptcy and otherwise, and consequently may involve risks of delay, limitation or modification of their rights.

Taxation of Interest on the 2013A Certificates

An opinion of Bond Counsel will be obtained to the effect that interest earned on the 2013A Certificates is excludable from gross income for federal income tax purposes under current provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable rulings and regulations under the Code; however, an application for a ruling has not been made and an opinion of counsel is not binding upon the Internal Revenue Service. There can be no assurance that the present provisions of the Code, or the rules and regulations thereunder, will not be adversely amended or modified, thereby rendering the interest earned on the 2013A Certificates includable in gross income for federal income tax purposes.

The County has covenanted in the authorizing Resolution and in other documents and certificates to be delivered in connection with the issuance of the 2013A Certificates to comply with the provisions of the Code, including those which require the County to take or omit to take certain actions after the issuance of the 2013A Certificates. Because the existence and continuation of the excludability of the interest on the 2013A Certificates depends upon events occurring after the date of issuance of the 2013A Certificates, the opinion of Bond Counsel described under "TAX EXEMPTION" assumes the compliance by the County with the provisions of the Code described above and the regulations relating thereto. No opinion is expressed by Bond Counsel with respect to the excludability of the interest on the 2013A Certificates in the event of noncompliance with such provisions. The failure of the County to comply with the provisions described above may cause the interest on the 2013A Certificates to become includable in gross income as of the date of issuance.

Proposed Legislation

President Obama's Fiscal Year 2013 budget proposal would reduce the individual income tax benefit of certain deductions and exclusions, including the exclusion of interest on certain state and local bonds, by limiting the reduction of tax liability to a maximum of 28 percent, affecting married taxpayers filing a joint return with income over $250,000 (at 2009 levels) and single taxpayers with income over $200,000. If this proposal is enacted, interest on the 2013A Certificates received by taxpayers in higher tax brackets would be partially subject to tax. The President proposed a similar provision in September 2011, and the Majority Leader of the U.S. Senate, at the request of the President, introduced it as part of the American Jobs Act of 2011 (the "Jobs Bill"). The version of the Jobs Bill that included this proposal failed to receive the number of votes needed in the Senate to proceed to a vote on the merits. No prediction is made whether this proposal will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the 2013A Certificates. Prospective purchasers should consult with their own tax advisors regarding this and any other pending or proposed federal income tax legislation.

Premium on 2013A Certificates

The initial offering prices of certain maturities of the 2013A Certificates that are subject to optional redemption are in excess of the respective principal amounts thereof. Any person who purchases a Series 2013A Certificate in excess of its principal amount, whether during the initial offering or in a secondary market transaction, should consider that the 2013A Certificates are subject to redemption at par under the various circumstances described under "REDEMPTION – Optional Redemption." Also see, "ORIGINAL ISSUE PREMIUM" herein.

No Additional Interest or Mandatory Redemption upon Event of Taxability

The Resolution does not provide for the payment of additional interest or penalty on the 2013A Certificates or the mandatory redemption thereof if the interest thereon becomes includable in gross income for federal income tax purposes. Likewise, the Resolution does not provide for the payment of any additional interest or penalty on the 2013A Certificates if the interest thereon becomes subject to income taxation by the State.

Suitability of Investment

The tax exempt feature of the 2013A Certificates is more valuable to high tax bracket investors than to investors who are in low tax brackets, and so the value of the interest compensation to any particular investor will vary with individual tax rates. Each prospective investor should carefully examine this Official Statement, including the Appendices hereto, and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the 2013A Certificates are an appropriate investment.

Market for the 2013A Certificates

Bond Rating. The 2013A Certificates have been assigned the financial rating set forth in the section hereof entitled "RATING." There is no assurance that a particular rating will remain in effect for any given period of time or that it will not be revised, either downward or upward, or withdrawn entirely, if in the judgment of the agency originally establishing such rating, circumstances so warrant. Any downward revision or withdrawal of any rating may have an adverse affect on the market price of the 2013A Certificates.

Secondary Market. There is no assurance that a secondary market will develop for the purchase and sale of the 2013A Certificates. Prices of bonds traded in the secondary market, though, are subject to adjustment upward and downward in response to changes in the credit markets. From time to time it may be necessary to suspend indefinitely secondary market trading in the 2013A Certificates as a result of financial condition or market position of brokerdealers, prevailing market conditions, lack of adequate current financial information about the County, or a material adverse change in the financial condition of the County, whether or not the 2013A Certificates are in default as to principal and interest payments, and other factors which may give rise to uncertainty concerning prudent secondary market practices.

THE COUNTY

The County is a body politic and corporate, organized under and pursuant to the constitution and laws of the State of South Dakota. The County has the authority to enter into a lease for the purpose of acquiring real and personal property for its governmental functions. General information regarding the County's location, organization, administration, economy, tax base, tax collections and financial conditions is included in Appendix B to this Official Statement.

LEASE-PURCHASE AGREEMENT

The following is a summary of certain provisions of the Lease. This summary does not purport to be complete, and reference is made to the full text of the Lease for a complete recital of its terms.

Lease Term and Payments

The Lease-Purchase Agreement, dated as of September 1, 1992 (the "Original Lease"), as amended and supplemented by the First Amendment to Lease-Purchase Agreement, dated as of

November 1, 1994 (the "First Amendment to Lease"), the Second Amendment to Lease-Purchase Agreement, dated as of April 1, 1997 (the "Second Amendment to Lease"), the Third Amendment to Lease-Purchase Agreement, dated as of April 1, 1999 (the "Third Amendment to Lease"), the Fourth Amendment to Lease-Purchase Agreement, dated as of December 1, 2000 (the "Fourth Amendment to Lease"), the Fifth Amendment to Lease Purchase Agreement, dated as of September 1, 2004 (the "Fifth Amendment to Lease"), the Sixth Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Sixth Amendment to Lease"), the Seventh Amendment to Lease-Purchase Agreement, dated as of October 1, 2005 (the "Seventh Amendment to Lease"), the Eighth Amendment to Lease-Purchase Agreement, dated as of October 1, 2006 (the "Eighth Amendment to Lease"), the Ninth Amendment to Lease-Purchase Agreement, dated as of August 1, 2007 (the "Ninth Amendment to Lease"), the Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2007 (the "Tenth Amendment to Lease"), the Eleventh Amendment to Lease-Purchase Agreement, dated as of September 1, 2008 (the "Eleventh Amendment to Lease"), the Twelfth Amendment to Lease-Purchase Agreement, dated as of November 1, 2010 (the "Twelfth Amendment to Lease"), the Thirteenth Amendment to Lease-Purchase Agreement, dated as of September 1, 2011 (the "Thirteenth Amendment to Lease"), and the Fourteenth Amendment to the Lease-Purchase Agreement, dated as of November 1, 2013 (collectively, the Original Lease, as amended and supplemented by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment to Lease, the Sixth Amendment to Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease, the Thirteenth Amendment to Lease and the Fourteenth Amendment to Lease are referred to collectively, as the "Lease"), extends until December 1, 2030. The first Lease Payments due under the Original Lease were due on the last Business Day of November, 1992. The Lease Payments due under the Twelfth Amendment to Lease (the latest maturing Lease) will continue semiannually with the last Lease Payment payable under the Twelfth Amendment to Lease is due on the last Business Day of November 2030.

The Lease shall terminate prior to December 1, 2030, upon the earliest of the following events:

(a) the County elects to exercise its option to deposit with the Trustee cash or securities sufficient to discharge the County's obligation to pay or prepay all unpaid Lease Payments under the Lease when they are due; or

(b) the County elects to exercise its option to prepay all of the Lease Payments under the Lease.

The Lease is not otherwise terminable by the County, and the County has covenanted to include each year in its annual budget moneys sufficient to pay the Lease Payments and other obligations of the County under the Lease.

Consummation of Purchase

The Trustee's interest in the Land and Facilities will be transferred, conveyed and assigned to the County and the Lease will terminate: (a) at the end of the Term of the Lease, upon payment in full of all Lease Payments due thereunder and all other sums required to be paid thereunder; (b) prior to the end of the Term, on any date for the payment of a Lease Payment on or after the last Business Day of November, 2030, upon payment by the County of the then current Principal Balance, in conjunction with the Lease Payment under the Lease then due and owing; (c) prior to the end of the Term, if the County is not in default under the Lease, upon payment of the then current Principal Balance in the event of damage, destruction and/or condemnation to the applicable Land and Facilities, and the County elects not to complete the repair, restoration, modification or improvement of the Land and Facilities; or (d) if the County discharges all Lease Payments by depositing cash or securities with the Trustee.

Covenants of the County

The County represents, covenants and warrants, among other things, that: (a) the County is authorized under the Constitution and laws of the State to enter into the Lease and the transactions contemplated therein, and to perform all of its obligations thereunder; (b) the officers of the County executing the Lease have been duly authorized to execute and deliver the Lease; (c) the Facilities which are the subject of the Lease will be used during the Term of the Lease primarily to carry out the governmental or proprietary purposes of the County and its departments, agencies, institutions, instrumentalities and political subdivisions; and (d) it will not take any action which would have the effect of subjecting the interest to be paid under the Lease to federal income taxes nor will it fail to take any action which failure could result in subjecting the interest to be paid under the Lease to federal income taxes.

Security in the Land and Facilities and Release of Land and Facilities

The Land and Facilities subject to the Ground Lease and the Lease are held by the Trustee during the term of the Ground Lease and the Lease, unless (i) the County discharges its obligation to make the Lease Payments pursuant to the Lease or (ii) a portion of the Land and Facilities are released pursuant to provisions of the Ground Lease and Lease, see "THE GROUND LEASE."

Title to the Facilities subject to the Lease will pass to the County upon payment of an amount of cash or securities which are general obligations of the United States sufficient to pay all Lease Payments when due or subject to prepayment.

The Facilities on the Land may also be released when the Land is released pursuant to the Ground Lease, see ("THE GROUND LEASE") herein.

Maintenance and Repair

The County agrees that at all times during the Term of the Lease, the County will, at the County's sole cost and expense, maintain, preserve and keep the Land and Facilities subject to the Lease, or part and parcel thereof, in good repair, working order and condition and that the County will from time to time make or cause to be made all necessary and proper repairs, replacements and improvements.

Restrictions on Assignment and Conveyance

Neither the Lease nor the Land and Facilities subject to the Lease may be mortgaged, sold, leased, pledged, assigned, transferred, conveyed or otherwise encumbered by the County for any reason. Such restrictions shall not, however, preclude the County from assigning its obligations under the Lease, with the consent of the Trustee, or subleasing the Land and Facilities subject to the Lease to others for public purposes or in furtherance of any governmental or proprietary functions of the County. No such permitted use or lease shall relieve the County of its obligations under the Lease or cause the interest on the Lease and Certificates to become subject to federal income taxation.

Taxes

The County shall pay all property and excise taxes and governmental charges of any kind whatsoever which may at any time be lawfully assessed or levied against or with respect to the Land and Facilities or any part thereof subject to the Lease or the Lease Payments, and which become due during the term of the Lease; and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Land and Facilities subject to the Lease; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as are required to be paid during the term of the Lease as and when the same become due. The County shall not

be required to pay any federal, state, or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate or other similar tax payable by the Trustee, its successors or assigns, unless such tax is made in lieu of or as a substitute for any real estate or other tax upon property.

Insurance

The County shall cause adequate casualty, public liability and property damage insurance in specified amounts (with respect to the casualty insurance, in an amount not less than the full insurable value of the Facilities subject to the Lease) to be carried and maintained with respect to the Land and Facilities and to protect the Trustee from liability in all events. The County may self-insure, subject to the conditions set forth in the Lease.

Indemnification Covenants

As between the Trustee and the County, the County assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Facilities and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of the County, the Trustee or of third parties, and whether such property damage be to the County or the Trustee's property or the property of others, which is proximately caused by the negligent conduct of the County, its officers, employees, agents and lessees, or arising out of the operation, maintenance or use of the Land and Facilities by the County, its officers, employees, agents and lessees. The County assumes responsibility for and agrees to reimburse the Trustee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against the Trustee or its officers or employees that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part on the foregoing, to the maximum extent permitted by law.

Events of Default and Remedies

The occurrence of one or more of the following events shall constitute an Event of Default under the Lease: (a) failure by the County to pay any Lease Payment or other payment required to be paid under the Lease at the time specified therein; (b) failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than the failure to timely pay any Lease Payment or other required payment, for a period of forty-five (45) days after written notice to the County by the Trustee, specifying such failure and requesting that it be remedied, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee has agreed not to withhold unreasonably its consent to an extension of such time if corrective action is instituted by the County within any applicable period and diligently pursued until the default is corrected; or (c) the occurrence of an Act of Bankruptcy.

Upon the occurrence of any Event of Default specified in the Lease, any or all of the following remedies are provided: (a) without terminating such Lease, and subject to the rights of any entity subleasing all or any portion of the Land and Facilities which is not in default under a sublease complying with the Lease, re-enter and take possession of the Land and the Facilities and exclude the County and any sublessee in default from using it until the default is cured; or (b) take whatever action at law or in equity may appear necessary or desirable to (i) collect the Lease Payments then due or as they become due, or (ii) enforce performance and observance of any obligation, agreement or covenant of the County under the Lease or the Resolution, including without limitation enforcing the obligations of the County to budget and levy taxes for the payment of the Lease Payments.

Damage, Destruction and Condemnation: Use of Insurance Proceeds

If, while the Lease is in effect, (a) the Facilities, or any portion thereof, are destroyed (in whole or in part) or damaged by fire or other casualty or, (b) title to, or the temporary use of, the Land and Facilities (or any part thereof) or the estate of the County or the Trustee in the Land and the Facilities, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body, or any person, firm or corporation acting under governmental authority, the County will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification or improvement of such Land and Facilities.

If the Net Proceeds of insurance or a condemnation award are insufficient to pay in full the cost of any repair, restoration, modification or improvement to the Land and Facilities subject to the Lease, the County either (a) shall complete the work and pay any costs in excess of the amount of the Net Proceeds of insurance or a condemnation award, or (b) may apply the Net Proceeds to prepayment of the Lease Payments.

TRUST AGREEMENT

The following is a summary of certain provisions of the Trust Agreement. This summary does not purport to be complete, and reference is made to the full text of the Trust Agreement for a complete recital of its terms.

General

The Trust Agreement is executed by the Trustee and joined in by the County. The purpose of the Trust Agreement is to provide for the authentication, issuance, payment and redemption of the Certificates issued thereunder and to provide for the creation thereunder of a Trust Fund for Certificates for the purposes hereinafter described.

The Certificates of Participation

The Trustee is authorized upon receipt of a request from the County to issue, authenticate and deliver the 2013A Certificates. The 2013A Certificates will be issued in the form provided in the Trust Agreement and shall evidence the ownership interest of the Owners of the 2013A Certificates in and to the Lease and the Lease Payments to be paid by the County to the Trustee pursuant to the Lease and the Trust Agreement, and all revenues derived from the Lease, any money made available for distribution to the Owners of the Certificates from the subsequent sale, leasing or other disposition of the Land and the Facilities subject to the Lease as a result of an event of default, and any other moneys required to be paid to the Trustee for the Owners of Certificates.

Funds

The Trust Agreement creates a fund known as the Trust Fund. All moneys and investments held by the Trustee under the Trust Agreement are held for the benefit of the present and future Owners of the Certificates issued under the Trust Agreement and shall be expended only as provided in the Trust Agreement. Within the Trust Fund, there are created a Lease Payment Account, a Redemption Account, an Escrow Fund and a Construction Account.

The 2013A Escrow Account

All of the net proceeds of the 2013A Certificates other than the amount to pay issuance costs of the 2013A Certificates shall be deposited in the 2013A Escrow Account created under the Trust

Agreement. The Trustee shall, from the 2013A Escrow Account, provide funds sufficient to refund Series 2004 Certificates maturing on or after December 1, 2013 on December 1, 2013.

The Construction Account

After the deposit to the 2013A Escrow Account the balance of the proceeds of the 2013A Certificates shall be deposited in the Construction Account. The Trustee shall make disbursements from the Construction Account from time to time, upon County certification, in payment or reimbursement of the costs of issuance of the 2013A Certificates.

Any balance in the Construction Account six months after the 2013A Certificates are issued shall be transferred to the Lease Payment Account.

The Lease Payment Account

The Trust Agreement establishes a Lease Payment Account into which shall be deposited the amount of accrued interest received by the Trustee from the initial proceeds, any transfer from the Construction Account, all interest or income received by the Trustee with respect to the Lease or the Land and the Facilities.

On each Payment Date, the Trustee shall withdraw from the Lease Payment Account an amount equal to the principal and interest payments due with respect to the Certificates issued under the Trust Agreement on such Payment Date. Such amount shall be applied to the payment of principal and interest payments due with respect to the Certificates on such Payment Date. The Trustee shall transfer from the Lease Payment Account to the Redemption Account all moneys on hand or received in the Lease Payment Account which are to be used for the redemption of the Certificates.

The Redemption Account

The Trustee shall deposit into the Redemption Account under the Trust Agreement all moneys paid to it by the County pursuant to any of the County's prepayment options under the Lease and, in the event of termination of the Lease as a result of an event of default under the Lease, all net proceeds received from the sale or other disposition of the Land and Facilities subject to the Lease. Also, in the event of termination of a Lease as a result of an event of default or the exercise by the County of its option to prepay Lease Payments, the Trustee shall transfer to the Redemption Account all moneys on hand in the Lease Payment Account not required to pay principal and interest due or past due on the Certificates.

All moneys on hand in the Redemption Account which will not be used for the redemption of Certificates within thirty (30) days after the date of deposit of such funds, shall be invested at a yield not exceeding the yield on the Lease, computed in accordance with Section 148 of the Code and regulations promulgated thereunder. However, such funds may be invested at a higher yield if the County obtains and delivers to the Trustee an opinion of an attorney or firm of attorneys nationally recognized as bond counsel stating that the investment of such moneys may be made without restriction as to yield or subject to another yield limitation. Any moneys remaining in the Redemption Account after redemption of all outstanding Certificates issued under the Trust Agreement shall be paid to the County.

Rights of Trustee

In carrying out its duties and exercising its powers under the Lease, the Trustee shall exercise that degree of care under the circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own business affairs.

The Trustee shall be protected and shall incur no obligation or liability with respect to the payment of Lease Payments by the County or the performance by the County of any of its obligations

under the Lease. The Trustee shall not be bound to recognize any person as an Owner of any Certificate or to take any action at his request unless such Certificate shall be deposited with the Trustee or satisfactory evidence of the ownership of such Certificate shall be furnished to the Trustee.

The Trust Agreement does not require that the Trustee expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Trust Agreement, or in the exercise of any of its right or powers thereunder. The Trustee shall not be individually liable for any payments to be made under any Certificates, the Trust Agreement or the Lease. The Trustee shall be under no obligation to institute or to take any immediate action, or to enter any appearance or in any way defend any suit in which it may be made defendant, take any steps in the enforcement of any rights and powers under the Trust Agreement until it shall be indemnified to its satisfaction for any and all costs, expenses, outlays and counsel fees and any other reasonable disbursements and against all liabilities. The Trustee shall be compensated by the County and such compensation shall not be paid from the Lease Payments or any other revenues received pursuant to the Lease or funds held by the Trustee except with respect to amounts expended in connection with the exercise of remedies upon the occurrence of any event of default.

The Trustee may resign, and thereby become discharged from its obligations under the Trust Agreement, by notice in writing given to the Owners of the Certificates. The Trustee may be removed at any time by instrument in writing executed by the Owners of not less than a majority of the aggregate principal amount of the Certificates or by agreement between the County and the Trustee. If at any time the position of Trustee shall become vacant, a majority of the Registered Owners shall appoint a Trustee to fill such vacancy.

Events of Default

Upon the occurrence of any Event of Default under the Lease, the Trustee or the Owners of not less than a majority of the aggregate principal amount of the Certificates then outstanding shall be entitled, upon notice in writing to the County and the Trustee, to enforce the rights and exercise the remedies provided to the Trustee in the Lease, as appropriate.

Amendments to Trust Agreement and Lease

The Trust Agreement and the Lease may be amended in writing by agreement among all of the parties thereto, but, except as provided below no such amendment shall become effective without the prior written consent of two-thirds in aggregate principal amount of the Certificates then Outstanding; provided that no such amendment shall impair the right of any Owner to receive his or her proportionate share of any Lease Payment in accordance with his or her Certificate; provided that amendments required by a Rating Agency as a condition to maintaining the initial rating on the Certificates shall not require consent of Certificate Owners.

The County and the Trustee may, without the consent of or notice to any of the Owners of the Certificates, enter into one or more amendments to the Trust Agreement or the Lease for one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission herein or to correct or supplement any provision therein which may be inconsistent with any other provision therein, or to make provisions with respect to matters or questions arising thereunder provided such action shall not, in the judgment of the Trustee (with respect to which the Trustee may rely on an opinion of counsel), materially adversely affect the interests of the Owners of the Certificates;

(b) To grant or confer upon the Owners of the Certificates any additional rights, remedies, power or authority that may lawfully be granted or conferred upon them;

(c) To comply with the requirements of any State or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder;

(d) To provide for the appointment of a successor trustee or co-trustee pursuant to the terms hereof;

(e) To permit: (i) if lawful, the issuance of Certificates in book entry form not evidenced by physical Certificates, or (ii) Certificates in bearer form if, in the opinion of Bond Counsel, such action will not cause the interest component of any Lease Payment to become includable in the gross income of the Owners of the Certificates thereof for federal income tax purposes;

(f) To subject to the Trust Agreement additional revenues, properties or collateral; or

(g) To issue Additional Certificates as provided in the Trust Agreement.

THE GROUND LEASE

The following is a summary of certain provisions of the Ground Lease. This summary does not purport to be complete, and reference is made to the full text of the Ground Lease for a complete recital of its terms.

The County, pursuant to the Ground Lease, as amended, leased the Land to the Trustee for a term commencing on September 1, 1992 and ending on December 1, 2030, for the purpose of (i) acquiring and constructing the Facilities on the Land, (ii) maintaining the Facilities, (iii) access, ingress and egress to the Facilities, and (iv) other purposes as set forth therein. The term of the Ground Lease is automatically extended to December 1, 2040 if all Lease Payments under the Lease have not been fully paid or provided for by the County. Under certain conditions the Land may be released from the Ground Lease.

Pursuant to the Ground Lease, if no default exists, the County shall have the right, at any time and from time to time, to a release of Land from the Ground Lease, if such Land does not contain any permanent structure necessary for the total operating unity and efficiency of the existing structures on the Land which are subject to the Lease (the "Existing Structures") for the purpose of selling the same to a third person or to facilitate the construction or additional structures not related to the Existing Structures on the Land, and the Trustee shall, from time to time, release from the Ground Lease such real property so sold, pledged or disposed of, but only upon receipt by the Trustee of (1) a certificate of a County representative setting forth in substance as follows: (A) the number of acres or square feet of the property to be released, (B) the property to be released is not needed for the operation of the Existing Structures and is not necessary for the total operating unity and efficiency of the Existing Structures, (C) the release will not impair the structural integrity of the Existing Structures or the usefulness of the Existing Structures for their existing purposes and will not inhibit adequate means of ingress to or egress from the Existing Structures, and (D) all conditions precedent herein provided for relating to such release have been complied with, and (2) a survey prepared by a registered land surveyor describing and showing the Land, after giving effect to such release; (3) A certificate of an independent engineer that the Land to be released is not necessary for the total operating unity and efficiency of the Existing Structures; and (4) An opinion of counsel stating that the certificates, opinions and other instruments and cash which have been or are therewith delivered to and deposited with the Trustee conform to the requirements of the Ground Lease and that, upon the basis of such application, the property may be released from the lien of the Ground Lease, and that all conditions precedent herein provided for relating to such release have been complied with.

In addition, on or after December 1, 2020 the land relating to (a) the work release center (b) the land for expansion (c) the juvenile court center (d) the energy plant utility vault easement and (e) the

energy plant expansion shall be released from the Ground Lease if all Certificates issued prior to October 27, 2005 and any Certificates used to refund such Certificates under the Trust Agreement have been defeased or paid.

In addition, on or after December 1, 2025 the land relating to the new courthouse parking lot improvements and human service center shall be released from the Ground Lease if all Series 2005C Certificates and any Certificates used to refund such Series 2005C Certificates under the Trust Agreement have been defeased or paid.

In addition, on or after December 1, 2027 the land relating to (a) the county administration building and parking and (b) new Minnehaha County court house shall be released from the Ground Lease if all Series 2007 Certificates and any Certificates used to refund such Series 2007 Certificates under the Trust Agreement have been defeased or paid.

In addition, on or after December 1, 2030, the land relating to the public safety building, county jail & parking shall be released from the Ground Lease if all 2013A Certificates and any Certificates used to refund such 2013A Certificates under the Trust Agreement have been defeased or paid.

TAX MATTERS

2013A Certificates

In the opinion of Lindquist & Vennum LLP, as Bond Counsel, on the basis of laws in effect on the date of issuance of the 2013A Certificates, the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates is not includible in gross income for federal income tax purposes. The interest component of the Lease Payments to be received by the Owners of the 2013A Certificates is includible in gross income for South Dakota tax purposes when the recipient is a financial institution as defined in South Dakota Codified Laws, Chapter 10-43. In rendering its opinion, Bond Counsel will rely on certain covenants and representations on the part of the County concerning the nature and cost of the facilities being financed from proceeds of the 2013A Certificates and the application and investment of proceeds of the 2013A Certificates. Moreover, certain provisions of the Internal Revenue Code of 1986, as amended (the Code), impose continuing requirements that must be met after the issuance of the 2013A Certificates in order for interest thereon to be and remain not includible in federal gross income. Noncompliance with such requirements by the County may cause the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates to be includible in federal gross income, retroactive to the date of issuance of the 2013A Certificates, irrespective in some cases of the date on which such noncompliance occurs or is ascertained. No provision has been made for redemption of the 2013A Certificates or for an increase in the interest rate on the 2013A Certificates in the event that interest on the 2013A Certificates becomes includible in federal gross income.

The interest component of the Lease Payments to be received by the Owners of the 2013A Certificates is not an item of tax preference includible in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers, but is includible in book income or in earnings and profits in determining the alternative minimum taxable income of corporations for purposes of the federal alternative minimum tax. The interest component of the Lease Payments to be received by the Owners of the 2013A Certificates may be includible in the income of a foreign corporation for purposes of the branch profits tax imposed by Section 884 of the Code and is includible in the net investment income of foreign insurance companies for purposes of Section 842(b) of the Code. In the case of an insurance company subject to the tax imposed by Section 831 of the Code, the amount which otherwise would be taken into account as losses incurred under Section 832(b)(5) of the Code must be reduced by an amount equal to fifteen percent (15%) of the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates that is received or accrued during the taxable year. Section 86 of the Code requires recipients of certain Social Security and railroad retirement benefits to

take into account the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates in determining the taxability of such benefits. Passive investment income, including the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates, may be subject to federal income taxation under Section 1375 of the Code for an S corporation that has Subchapter C earnings and profits at the close of the taxable year if more than twenty-five percent (25%) of its gross receipts is passive investment income.

The foregoing is not intended to be an exhaustive discussion of collateral tax consequences arising from receipt of interest with respect to the 2013A Certificates. Prospective purchasers or owners of the 2013A Certificates should consult their tax advisors with respect to collateral tax consequences, including without limitation the calculations of alternative minimum tax, environmental tax or foreign branch profits tax liability or the inclusion of Social Security or other retirement payments in taxable income.

Original Issue Discount

The initial public offering price of the 2013A Certificates maturing in the year 2020 (the "Discounted Certificates") is less than the principal amount payable thereon at maturity. As a result, the Discounted Certificates will be considered to be issued with original issue discount. The difference between the initial public offering price of each maturity of the Discounted Certificates as set forth on the inside cover page of this Official Statement (assuming it is the first price during the initial offering (the "Issue Price") at which a substantial amount of such maturity is sold to the public), and the principal amount payable at maturity of the Discounted Certificates will be treated as "original issue discount." With respect to a taxpayer who purchases a Discounted Certificate in the initial public offering at the Issue Price and who holds such Discounted Certificate to maturity, the full amount of original issue discount will constitute interest which is not includable in the gross income of the owner of such Discounted Certificate for federal income tax purposes and such owner will not, under present federal income tax law, realize taxable capital gain upon payment of such Discounted Certificate upon maturity.

The original issue discount on each of the Discounted Certificates is treated as accruing daily over the term of such Discounted Certificate on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on June 1 and December 1 (with straight line interpolation between compounding dates).

Section 1288 of the Code provides, with respect to tax-exempt obligations such as the Discounted Certificates, that the amount of original issue discount accruing each period will be added to the owner's tax basis for the Discounted Certificates. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discounted Certificates (including sale, redemption or payment at maturity). An owner of a Discounted Certificate who disposes of such Discounted Certificate prior to maturity should consult such owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discounted Certificate prior to maturity.

As described above regarding tax-exempt interest, a portion of the original issue discount that accrues in each year to an owner of a Discounted Certificate may result in certain collateral federal income tax consequences. In the case of a corporation, such portion of the original issue discount will be included in the calculation of the corporation's alternative minimum tax liability and the branch profits tax liability. Corporate owners of any Discounted Certificates should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability or a branch profits tax liability although the owners of such Discounted Certificates will not receive a corresponding cash payment until a later year.

Owners who purchase Discounted Certificates in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of the Discounted Certificates.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discounted Certificates. Owners who do not purchase Discounted Certificates in the initial public offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discounted Certificates.

Owners of Discounted Certificates should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Certificates. It is possible that under the applicable provisions governing the determination of state or local income taxes, accrued original issue discount on the Discounted Certificates may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

Bond Premium

The 2013A Certificates maturing in the years 2014, 2015, 2016, 2017, 2018 and 2019 (the "Premium Certificates") are being sold at a price greater than the principal amounts payable on such 2013A Certificates at maturity. To the extent that a purchaser of a Premium Certificate acquires a Premium Certificate at a price greater than the principal amount payable at maturity, such excess may be considered "amortizable bond premium" under Section 171 of the Code. In general, any amortizable bond premium with respect to a Premium Certificate must be amortized under the Code. The amount of premium so amortized will reduce the owner's basis in such Premium Certificate for Federal income tax purposes, and such amortized premium is not deductible for Federal income tax purposes. Purchasers should consult their own tax advisors as to the computation and treatment of such amortizable bond premium, including, but not limited to, the calculation of gain or loss upon the sale, redemption, maturity, receipt or payment or other disposition of a Premium Certificate.

FINANCIAL ADVISOR

The County has retained Dougherty & Company LLC of Sioux Falls, South Dakota, as financial advisor (the "Financial Advisor") in connection with the issuance of the 2013A Certificates. In assisting in the preparation of the Official Statement, the Financial Advisor has relied upon County officials and other parties who have access to relevant data to provide accurate information for the Official Statement. The Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of such information. The Financial Advisor is not a public accounting firm and has not been engaged by the County to compile, review, examine or audit any information in the Official Statement in accordance with accounting or audit standards.

UNDERWRITER

The 2013A Certificates are being sold at a competitive bond sale by the County to Robert W. Baird & Co., Inc. (the "Original Purchaser"), who submitted a proposal to the County to purchase the 2013A Certificates at an aggregate purchase price of $12,124,117.50 (representing the principal amount of $12,005,000, less an underwriter's discount of $89,202.00 plus a reoffering premium of $208,319.50), plus accrued interest to the date of closing, subject to the terms of a Notice of Sale and Bid documents as amended by Bid award.

RATING

Moody's Investors Service, Inc. has assigned the 2013A Certificates the rating of "Aa2". Such rating reflects only the view of Moody's Investors Service, Inc., and an explanation of the significance of such ratings may be obtained from Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, telephone (212) 553-0300. There is no assurance that this rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by Moody's Investors Service, Inc. if in the judgment of Moody's Investors Service Inc., circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the 2013A Certificates.

CONTINUING DISCLOSURE

Pursuant to Rule 15c2-12, as amended ("Rule 15c2-12"), of the Securities and Exchange Commission (the "SEC"), the County will covenant and agree in a Continuing Disclosure Agreement for the benefit of the registered holders or beneficial owners from time to time of the 2013A Certificates to provide certain financial information and operating data relating to the County by no later than one year after the end of each fiscal year, commencing with the fiscal year ending December 31, 2013 (the "Annual Financial Information"), and to provide notices of the occurrence of certain enumerated events, if material (the "Disclosure Covenants"). The Annual Financial Information will be filed by or on behalf of the County to the Municipal Securities Rulemaking Board at its Electronic Municipal Market Access System ("EMMA"). Notices of material events will be filed by or on behalf of the County with EMMA. The County's undertaking to provide ongoing disclosure will be substantially in the form set forth in Appendix F – "CONTINUING DISCLOSURE AGREEMENT."

The County previously entered into a continuing disclosure agreements (the 2010A Continuing Disclosure Agreement) in connection with the County's Taxable Certificates of Participation, Series 2010A. The 2010A Continuing Disclosure Agreement requires that the County file an annual report containing the County's audited financial statements for each fiscal year and certain information of the type contained in the Official Statement in Appendix B ("Additional Financial Information") within 270 days of each fiscal year (December 31). The 2011 Audit and Additional Financial Information failed to meet the deadline as it was filed on 10/11/12. In previous years the requirement was 365 days.

In addition, the County also entered into another continuing disclosure agreements (the 2011A Continuing Disclosure Agreement) in connection with the County's Certificates of Participation, Series 2011A. The 2011A Continuing Disclosure Agreement requires that the County file an annual report containing the County's audited financial statements for each fiscal year and certain information of the type contained in the Official Statement in Appendix B ("Additional Financial Information") within 270 days of each fiscal year (December 31). The 2011 Audit failed to meet the deadline as it was filed on 10/11/12. In previous years the requirement was 365 days.

They have since hired a Dissemination Agent whom has updated previous submissions. The Dissemination Agent filed the Audit for 2012 on 09/11/2013 for all outstanding issues. The Additional Financial Information was filed on September 25, 2013. Procedures have been set in place to provide timely disclosure by the County while having a more consistent reporting method.

Breach of the Disclosure Covenants will not constitute a default or an "Event of Default" under the Continuing Disclosure Agreement. A broker or dealer is to consider a known breach of the Disclosure Covenants, however, before recommending the purchase or sale of the 2013A Certificates in the secondary market. Thus, a failure on the part of the County to observe the Disclosure Covenants may adversely affect the transferability and liquidity of the 2013A Certificates and their market price.

CERTAIN LEGAL MATTERS

The validity of the Lease, the 2013A Certificates relating thereto, the tax-exempt status of the interest component of the Lease Payments and certain other matters will be passed upon by Lindquist & Vennum LLP, Minneapolis, Minnesota. Copies of such opinion will be available at the time of delivery of the 2013A Certificates. Certain legal matters will be passed upon for the County by Kersten A. Kappmeyer, Chief Civil Deputy State's Attorney for Minnehaha County.

LITIGATION AND CLAIMS

There is no litigation of any nature now pending or threatened questioning the organization of the County, the right of its present officials to hold their respective offices, or the right, power and authority of the County to enter into the Lease or to levy and collect taxes for its repayment.

ENFORCEABILITY OF OBLIGATIONS

On the closing dates for delivery of the 2013A Certificates to the Underwriter thereof, Lindquist & Vennum LLP, Minneapolis, Minnesota, Bond Counsel, will deliver its opinion dated the date of such delivery that the 2013A Certificates, the Lease, the Ground Lease and the Trust Agreement are valid and legally binding agreements, enforceable in accordance with their terms, respectively, qualified only to the extent that the enforceability of the 2013A Certificates, the Trust Agreement, the Ground Lease and the Lease may be limited by laws affecting remedies and by bankruptcy or insolvency or other laws affecting creditors' rights generally.

Bond Counsel has not examined nor attempted to examine or verify any information contained in this Official Statement, and will express no opinion with respect thereto.

MISCELLANEOUS

Any statements made in this Official Statement, including Appendix A and Appendix B, involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the Trust Agreement, the Lease and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete, and reference is made to such documents for full and complete statements of such provisions.

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APPENDIX A - DEFINITIONS

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DEFINITIONS OF CERTAIN INFORMATION

The following are definitions of certain of the words and terms used in this Official Statement.

1992 Certificates means the $9,950,000 Limited Tax General Tax Obligation Certificates, dated September 1, 1992.

1994A Certificates means the $5,630,000 Limited Tax General Tax Obligation Certificates, dated November 1, 1994.

1997A Certificates means the $3,460,000 Limited Tax General Obligation Certificates, dated April 1, 1997.

1999 Certificates means the $8,555,000 Limited Tax General Obligation Certificates, dated April 1, 1999.

2000 Certificates means the $10,000,000 Limited Tax General Obligation Certificates, dated December 1, 2000.

2001 Certificates means the $13,000,000 Limited Tax General Obligation Certificates, dated January 1, 2001.

2004 Certificates means the $13,170,000 Limited Tax General Obligation Certificates, dated November 1, 2004.

2005A Certificates means the $1,700,000 Limited Tax General Obligation Certificates, dated October 15, 2005.

2007 Certificates means the $12,275,000 Limited Tax General Obligation Certificates, dated August 15, 2007.

2007B Certificates means the $2,130,000 Limited Tax General Obligation Certificates dated November 20, 2007.

2008A Certificates means the $4,170,000 Limited Tax General Obligation Certificates dated October 3, 2008.

2010 Certificates means the $3,170,000 Certificates of Participation, Series 2010A and Certificates of Participation, Series 2010B dated the date of issuance.

2010A Certificates means the $2,785,000 Taxable Certificates of Participation, Series 2010A dated the date of issuance.

2010B Certificates means the $385,000 Certificates of Participation, Series 2010B dated the date of issuance.

2011A Certificates means the $2,075,000 Certificates of Participation, Series 2011A dated the date of issuance.

2013A Certificates means the $12,005,000 Limited Tax General Obligation Certificates of Participation, Series 2013A dated November 20, 2013.

Act of Bankruptcy means any of the following events:

(i) The County shall (a) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the County or of all or a

substantial part of either of their property, (b) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), or (c) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case shall be commenced, without the application or consent of the County, as the case may be, in any court of competent jurisdiction, seeking (a) the liquidation, reorganization, dissolution, winding-up, or the composition or adjustment of debts, of the County (b) the appointment of a trustee, receiver, custodian, liquidator or the like of the County or of all or any substantial part of the assets of the County, or (c) similar relief in respect of the County under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case has not been dismissed within sixty (60) days of the filing thereof.

Additional Certificates means any additional parity Certificates issued pursuant to the Trust Agreement.

Authorized Officer means, when used with respect to the County, the County Auditor or any other person who is designated in writing by the County Auditor as an Authorized Officer and, when used with respect to the Trustee, means any vice president and/or trust officer who is authorized to take the action in question on behalf of the Trustee.

Authorized Newspapers means a financial paper or a newspaper of general circulation in Sioux Falls, South Dakota.

Certificates means, collectively, the 2013A Certificates, the 2011A Certificates the 2010 Certificates, the 2007B Certificates, the 2007A Certificates, 2005A Certificates, the 2004 Certificates, the 2001 Certificates, the 2000 Certificates, the 1999 Certificates, the 1997A Certificates, the 1994A Certificates and the 1992 Certificates.

Construction Account means the account established under Section 4.2 of the Trust Agreement.

County Board means the governing body of the County.

DTC means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York or any successor securities depository for a series of Certificates appointed pursuant to the Trust Agreement.

DTC Participants means any broker-dealer, bank or other financial institution from time to time for which DTC holds the Certificates of a series as securities depository.

Eighth Amendment to Lease means the Eighth Amendment to Lease-Purchase Agreement, dated as of October 1, 2006, between the County and the Trustee.

Eighth Supplemental Trust means the Eighth Supplemental Declaration of Trust, dated as of October 1, 2006, by the Trustee and joined in by the County.

Eleventh Amendment to Lease means the Eleventh Amendment to Lease-Purchase Agreement, dated as of September 1, 2008, between the County and the Trustee.

Eleventh Supplemental Trust means the Eleventh Supplemental Declaration of Trust, dated as of September 1, 2008, by the Trustee and joined in by the County.

Facilities means the buildings, structures and improvements now or hereafter located on the Land.

Fifth Amendment to Lease means the Fifth Amendment to Lease-Purchase Agreement, dated as of September 1, 2004.

Fifth Supplemental Trust means the Fifth Supplemental Declaration of Trust by the Trustee and joined in by the County, dated as of September 1, 2004.

First Amendment to Ground Lease means the First Amendment to the Ground Lease Agreement, dated as of December 1, 2000, between the County and the Trustee.

First Amendment to Lease means the First Amendment to Lease-Purchase Agreement between the Trustee and the County, dated as of November 1, 1994.

First Supplemental Trust means the First Supplemental Declaration of Trust, by the Trustee and joined in by the County, dated as of November 1, 1994.

Fiscal Year means the twelve-month fiscal period of the County, which commences on January 1 in every year and ends on December 31 of that year.

Fourth Amendment to Lease means the Fourth Amendment to Lease-Purchase Agreement between the Trustee and the County, dated as of December 1, 2000.

Fourth Supplemental Trust means the Fourth Supplemental Declaration of Trust, by the Trustee and joined in by the County, dated as of December 1, 2000.

Fourteenth Amendment to Lease means the Fourteenth Amendment to Lease-Purchase Agreement between the Trustee and the County, dated as of November 1, 2013.

Fourteenth Supplemental Trust means the Fourteenth Supplemental Declaration of Trust, by the Trustee and joined in by the County, dated as of November 1, 2013.

Ground Lease means the Ground Lease Agreement, dated as of September 1, 1992, between the County and the Trustee, as amended and supplemented.

Interest means the portion of any Lease Payment designated as and comprising interest as described in the Lease.

Interest Payment Date means any of the dates for scheduled payments of Interest, as shown in the Lease.

Land means the land described on Exhibit A to the Ground Lease.

Lease means the Original Lease, as amended and supplemented by the First Amendment to Lease, the Second Amendment to Lease, the Third Amendment to Lease, the Fourth Amendment to Lease, the Fifth Amendment Lease, the Sixth Amendment Lease, the Seventh Amendment to Lease, the Eighth Amendment to Lease, the Ninth Amendment to Lease, the Tenth Amendment to Lease, the Eleventh Amendment to Lease, the Twelfth Amendment to Lease, the Thirteenth Amendment to Lease and the Fourteenth Amendment to the Lease.

Lease Payment or Lease Payments means the payment due from the County to the Trustee on each Payment Date during the term of the Lease, as shown for the Lease.

Lease Payment Account means the account established under Section 4.3 of the Lease.

Ninth Amendment to Lease means the Ninth Amendment to Lease-Purchase Agreement, dated as of August 1, 2007, between the County and the Trustee.

Ninth Supplemental Trust means the Ninth Supplemental Declaration of Trust, dated as of August 1, 2007, by the Trustee and joined in by the County.

Net Proceeds means any insurance proceeds paid with respect to the Facilities, remaining after payment therefrom of all expenses incurred in the collection thereof.

Operations Agent means U.S. Bank National Association, 60 Livingston Avenue, St. Paul, Minnesota 55107, as operations agent for the Trustee.

Original Lease means the Lease-Purchase Agreement, dated as of September 1, 1992, between the Trustee and the County.

Original Trust Agreement means the Declaration of Trust, dated as of September 1, 1992, by the Trustee and joined in by the County.

Original Purchaser or Underwriter means, with respect to any series of Certificates, the bank, investment banker, bond dealer or other Person who acts as underwriter or otherwise purchases those Certificates from the County; the Original Purchaser of the 2013A Certificates is Dougherty & Company LLC.

Outstanding means when used with reference to a series of Certificates and as of any particular date, means all the Certificates of such series theretofore delivered except: (i) any Certificate canceled or fully paid by the Trustee at or before said date; (ii) any Certificate in lieu of or in substitution for which another Certificate shall have been delivered pursuant to the Trust Agreement; and (iii), for the sole purpose of determining the percentage of the Certificate owners consenting to an amendment to the Trust Agreement or authorizing any action by the Trustee or the exercise of any remedy under the Trust Agreement, any Certificate owned by the County or any of its departments, agencies, institutions, instrumentalities or political subdivisions. For all other purposes Certificates owned by the County or any such entity which are not described in paragraphs (i) and (ii) shall be treated as Outstanding under the Trust Agreement.

Owner or Certificate Owner or any similar term, when used with respect to a series of Certificates, means the registered owner of any Outstanding Certificate.

Payment Date means the date upon which the Lease Payment is due and payable as provided for in the Lease.

Principal means the portion of the Lease Payment designated as principal in the Lease

Principal Balance means for the Certificates as of any date, less the aggregate amount of Principal theretofore paid on the Certificates.

Principal Payment Date means any of the dates for scheduled payments of Principal as shown for the Lease.

Project means the Land and the Facilities for the Lease.

Rebate Certificate means the Rebate Certificates executed by the Issuer on the date the 1992 Certificates were issued, the 1994A Certificates were issued, the 1997A Certificates were issued, the 1999 Certificates were issued, the 2000 Certificates were issued, the 2001 Certificates were issued, the 2004 Certificates were issued, the 2005A Certificates were issued, the 2005C Certificates were issued, the 2006 Certificates were issued, the 2007 Certificates were issued, the 2007B Certificates were issued, the 2008 Certificates were issued, the 2010 Certificates were issued, the 2011A Certificates were issued and the 2013A Certificates are issued.

Registrar means U.S. Bank National Association, in St. Paul, Minnesota, or any successor Registrar appointed by the Trustee pursuant to Section 6.6 of the Trust Agreement.

Representation Letter means the Letter of Representation (Book-Entry-Only Municipal Bonds) executed by and between the County, the Original Purchaser and DTC.

Resolution means the resolution adopted by the Board of County Commissioners as they may be amended from time to time.

Second Amendment to Ground Lease means the Second Amendment to the Ground Lease Agreement, dated as of October 1, 2005, between the County and the Trustee.

Second Amendment to Lease means the Second Amendment to Lease-Purchase Agreement, dated as of April 1, 1997, between the County and the Trustee.

Second Supplemental Trust means the Second Supplemental Declaration of Trust, dated as of April 1, 1997, by the Trustee and joined in by the County.

Seventh Amendment to Lease means the Seventh Amendment to Lease-Purchase Agreement, dated as of October 1, 2005, between the County and the Trustee.

Seventh Supplemental Trust means the Seventh Supplemental Declaration of Trust, dated as of October 1, 2005, by the Trustee and joined in by the County.

Sixth Amendment to Lease means the Sixth Amendment to Lease-Purchase Agreement, dated as of October 1, 2005, between the County and the Trustee.

Sixth Supplemental Trust means the Sixth Supplemental Declaration of Trust, dated as of October 1, 2005, by the Trustee and joined in by the County.

State means the State of South Dakota.

State and Federal Laws means the Constitution and any law of the State and any rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Tenth Amendment to Lease means the Tenth Amendment to Lease-Purchase Agreement, dated as of October 1, 2007, between the County and the Trustee.

Tenth Supplemental Trust means the Tenth Supplemental Declaration of Trust, dated as of October 1, 2007, by the Trustee and joined by the County.

Term of the Lease or Lease Term the period during which the Lease is in effect as specified in Section 4.1 of the Lease.

Third Amendment to Ground Lease means the Third Amendment to the Ground Lease Agreement, dated as of August 1, 2007, between the County and the Trustee.

Third Amendment to Lease means the Third Amendment to Lease-Purchase Agreement, dated as of April 1, 1999, between the County and the Trustee.

Third Supplemental Trust means the Third Supplemental Declaration of Trust, dated as of April 1, 1999, by the Trustee and joined by the County.

Thirteenth Amendment to Lease means the Thirteenth Amendment to Lease-Purchase Agreement, dated as of September 1, 2011, between the County and the Trustee.

Thirteenth Supplemental Trust means the Thirteenth Supplemental Declaration of Trust, dated as of September 1, 2011, by the Trustee and joined by the County.

Trust Agreement means the Original Trust Agreement, as amended and supplemented by the First Supplemental Trust, the Second Supplemental Trust, the Third Supplemental Trust, the Fourth Supplemental Trust, the Fifth Supplemental Trust, the Sixth Supplemental Trust, the Seventh Supplemental Trust, the Eighth Supplemental Trust, the Ninth Supplemental Trust, the Tenth Supplemental Trust, the Eleventh Supplemental Trust, the Twelfth Supplemental Trust, the Thirteenth Supplemental Trust and the Fourteenth Supplemental Trust.

Trustee means U.S. Bank National Association, and its successors and assigns, in its capacity as trustee under a Trust Agreement.

Twelfth Amendment to Lease means the Twelfth Amendment to Lease-Purchase Agreement, dated as of November 1, 2010, between the County and the Trustee.

Twelfth Supplemental Trust means the Twelfth Supplemental Declaration of Trust, dated as of November 1, 2010, by the Trustee and joined by the County.

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APPENDIX B –
SUMMARY OF COUNTY INFORMATION

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GENERAL INFORMATION

Minnehaha County (the "County") is located in southeastern South Dakota. Ten cities are located in the County. Sioux Falls, the County seat, is the largest city in South Dakota.

Minnehaha County was organized in 1862 and reorganized in 1869 and is governed by a Board of County Commissioners consisting of five members.

Total land area of the County is approximately 810 square miles. The 2010 population census is 169,468. The current 2013 estimated population is 174,347.

The City of Sioux Falls represents 6 percent of the land area in the County, but its 2010 population census of 155,888 (132,793 in Minnehaha County) was 78 percent of the County's total population.

The four largest post-secondary institutions in Minnehaha County are:

Institution	Enrollment
South Dakota Public Universities and Research Center	3,200
Southeast Technical Institute	2,700
Augustana College	1,850
University of Sioux Falls	1,600

Employees and Pension Plans

Minnehaha County employs more than 550 persons. Employees of the County are covered by the South Dakota Retirement System administered by the State of South Dakota. The employees are separated into two categories: Class A (all employees other than public safety employees), who contribute 6 percent of their salary and Class B (the public safety employees), who contribute 8 percent of their salary, all of which is matched by the County. Members' contributions earned interest at a rate of 1.23% for the period July 1, 2009 to June 30, 2010, 0.14% for the period July 1, 2010 to June 30, 2011 and at a rate of 0.13% for the period July 1, 2011 to June 30, 2012. Such contributions and credited interest are 100 percent vested and may be withdrawn upon termination of employment. The County's total cost of the plan for the year ended December 31, 2012 was $1,584,032.

Minnehaha County has two bargaining groups representing a portion of its employees. The Deputies' Association represents 165 law enforcement employees, and AFSCME Local No. 2561 represents 21 highway construction workers.

Governmental Organization and Services

The County is governed by a 5-member board of Commissioners, all of whom are elected at large to overlapping 4-year terms of office. The current County board consists of the following individuals:

Name	Title	Expiration of Term
Jeff Barth	Commissioner	December 31, 2014
Gerald Beninga	Commissioner	December 31, 2014
Cindy Helberger	Commissioner	December 31, 2014
Dick Kelly	Commissioner	December 31, 2016
John Pekas	Commissioner	December 31, 2016
Bob Litz	Auditor	March 4, 2015
Aaron McGowan	States Attorney	December 31, 2016
Pam Nelson	Treasurer	December 31, 2016
Kenneth E. McFarland, Jr.	Commission Administrative Officer	Appointed

VALUATIONS

The County Director of Equalization compiles an assessed value of all real property subject to taxation each year. The Assessment date for property is January 1. However, all property is to be assessed at its full and true market value as of the November 1 immediately preceding the assessment year. For example, the 2012 assessment for taxes payable in 2013 is the assessed value as of November 1, 2011. South Dakota Codified Laws, Section 10-13-37, provides that property taxes shall be levied on valuations where the median level of assessment represents 85 percent of the market value as determined by the State Department of Revenue. The value so determined is referred to in this Official Statement as the "taxable value."

A levy of "dollars per thousand" is applied to the taxable value, in order to satisfy the budgets of each taxing entity.

DISCRETIONARY PROPERTY TAX REDUCTION AND TAX INCREMENT

State law provides for a tax break for new and/or improved commercial and industrial businesses. A discretionary property tax reduction formula is applied to construction completed by the assessment date of November 1. Each taxing entity has the option of implementing this formula to promote new businesses; the tax break is for five years. The percentage applied to the assessed value is determined by the taxing entity.

In addition to the discretionary property tax reduction formula described above, municipalities and counties may also create tax increment districts. At the time an increment district is certified, there is an assessed value within its boundary. This valuation is the base value and the county can collect taxes only on the amount of the base value. The additional valuation has the same levy applied but the dollars collected are segregated to pay costs of public improvements within the increment district, including the retirement of tax incremental revenue bonds. There are eight increment districts in the County, one in Benton Township, three in the City of Brandon and four in the City of Sioux Falls. The property included in these tax increment districts has a 2010 assessed valuation of approximately $34,910,841.

Table I
Minnehaha County 2012 Taxable Valuations

Outside Corporate Limits	
Agricultural	$ 605,730,129
Non-Agricultural – Z	0
Non-Agricultural – Owner Occupied	942,324,149
Non-Agricultural – Other	185,256,499
Within Corporate Limits	
Agricultural	11,515,098
Non-Agricultural – Z	0
Non-Agricultural – Owner Occupied	4,946,465,235
Non-Agricultural – Other	3,732,767,913
Total Taxable Value of Real Property	$10,424,028,265
Total Valuation of Centrally Assessed Properties	
Railroad	5,240,988
Utilities	164,588,034
Telephone – within corporate limits	20,292,626
Total – All Property	$10,614,149,913

Table II
Historical Assessed Value of Real Property
(Full and True Value)

Year	Assessed Value
2012	$ 12,030,954,160
2011	12,029,517,609
2010	11,875,206,771
2009	11,871,780,044
2008	11,498,209,304
2007	11,062,550,552
2006	10,224,880,090
2005	9,297,483,530

Table III
County Levies

(Dollars per $1,000 of Taxable Valuation)

	2013	2012	2011	2010	2009
General Fund Levy (SDCL 10-12-21)	$3.080	$2.779	$2.501	$2.480	$2.399
Building Fund Levy (SDCL 7-25-1)	0.354	0.161	0.328	0.330	0.341
Bond Redemption Levy (SDCL 7-24-18)	0.110	0.113	0.090	0.094	0.098

Table IV
Tax Collections

Fiscal Year	Amount Levied	First Year Collections Amount	First Year Collections Percent	Total Collections[1] Amount	Total Collections[1] Percent
2012	$ 32,459,456	$ 32,037,200	98.70%	$ 32,639,868	100.60%
2011	31,024,358	30,730,245	99.05	31,481,036	101.00
2010	30,781,744	30,145,358	97.93	30,769,915	99.90
2009	29,330,789	28,711,606	97.89	29,186,025	99.50
2008	27,916,163	27,399,431	98.15	27,747,205	99.40
2007	25,449,717	25,057,958	98.46	25,337,380	99.60
2006	22,468,138	22,138,210	98.53	22,407,619	99.70
2005	21,003,241	20,743,811	98.76	20,945,123	99.70

(1) As of December 31, 2012

Table V
Indirect Debt Payable from Ad Valorem Taxes

	Debt Outstanding	Applicable to County	Total Amount
School Districts:			
Baltic	$ 5,545,000	100.00%	$ 5,545,000
Brandon Valley	25,720,000	100.00	25,720,000
Dell Rapids	18,707,244	80.09	14,982,632
Garretson	4,585,000	100.00	4,585,000
Sioux Falls	101,375,000	86.75	87,942,813
Tri-Valley	3,990,000	100.00	3,990,000
West Central	16,295,000	97.88	15,949,546
Municipalities:			
Baltic	0	100.00%	0
Brandon	0	100.00	0
Colton	0	100.00	0
Crooks	0	100.00	0
Dell Rapids	0	100.00	0
Garretson	0	100.00	0
Hartford	0	100.00	0
Humboldt	15,508	100.00	15,508
Sioux Falls	0	80.23	0
Valley Springs	0	100.00	0
Total Indirect Debt			**$158,730,499**

Table VI
Principal Taxpayers - January 2013
(Unaudited)

Taxpayer	Business	2011 Assessed Valuation
SM Empire Mall LLC	Empire Mall and East Mall	$110,070,923
Sanford Hospital	Medical	108,643,239
Dunham Properties	Real Estate	77,598,671
Presentation Sisters (McKennan)	Medical	56,162,142
Wells Fargo Bank, N.A.	Banking	37,804,565
Wal-Mart (Wal-Mart & Sam's)	Retail	35,086,040
123 Sioux Falls LLC	Citibank	33,913,066
John Morrell & Co.	Meat Packing	26,119,421
Menards	Building Centers	25,335,234
Babinski Properties Ltd	Real Estate	24,861,132

Debt Limit

The total indebtedness of the County may not exceed 5 percent of the actual assessed value of property within the County.

	As of December 31, 2012
Assessed Value	$12,030,954,160
	x .05
Maximum	601,547,708
Less: Debt Outstanding	34,591,621
Available Margin	$ 566,955,787

Table VII
Debt Ratios

	Amount	Per Capita[1]	Percentage of Assessed Value
Direct General Obligation Debt (including the Lease)	$ 34,591,921	$ 198.41	0.29%
Indirect Debt Payable from Ad Valorem Taxes	158,730,499	910.43	1.32%
Total	$193,322,420	$1,108.84	1.61%

[1] Based on January 2013 population of 174,347

FINANCIAL STATEMENTS

The County is required by South Dakota law to be audited every other year. Attached hereto as APPENDIX C are the County's audited financial statements for the year ended December 31, 2012. Audits for the years ended December 31, 2011, December 31, 2010 and December 31, 2009, are available from the Auditor's office or the County's website as listed below.

http://www.minnehahacounty.org/commission/budget_finance/budget_finance.aspx

Mr. Bob Litz
Minnehaha County Auditor
415 N. Dakota Ave.
Sioux Falls, SD 57104-2465
(605) 367-4220

TABLE VIII
CASH ON HAND
(As of December 31, 2012)

Funds	
General Fund	$ 9,042,720.06
Total	$ 9,042,720.06
Special Revenue Funds	
Pass-Thru Grants	$ 22,315.81
JAG Grants	(27,360.06)
Communications (E-911)	0
Highway Fund	6,116,561.40
Fire Protection Fund	58,704.88
Public Library Fund	346,849.79
Museum Store	45,187.84
Emergency Management	(22,748.61)
Museum Enterprise	194,116.74
Domestic Abuse Fund	13,970.00
24/7 Sobriety Fund	287,910.28
M & P Fund	58,247.10
Building Fund	755,237.67
Coliseum Restoration Fund	0
Total	$ 7,848,992.84
Capital Projects Fund	
Capital Projects	0.00
Total	$ 0.00
Debt Service Fund	
Bond Redemption Fund	$ 167,631.69
Total	$ 167,631.69
Internal Services Funds	
Health/Life Insurance	$ 2,880,907.52
Total	$ 2,880,907.52

Future Financing

No additional financings are planned in 2013.

Table IX
Labor Statistics

(Average Annual)

Year	Minnehaha County Civilian Labor Force	Unemployment Rate Minnehaha County	Unemployment Rate State of South Dakota
2013 (1)	101,890	3.1%	3.7%
2012	98,193	4.2	4.4
2011	100,634	4.7	4.7
2010	99,992	4.7	4.9
2009	101,665	4.8	4.8
2008	100,835	2.8	3.0
2007	98,910	2.5	3.0
2006	94,655	2.8	3.2
2005	94,510	3.5	3.9
2004	93,010	3.6	3.8
2003	91,715	3.2	3.6
2002	90,830	2.9	3.3
2001	89,890	2.5	3.1
2000	88,970	2.1	2.7

(1) As of August 2013
Source: South Dakota Labor Market Information Center

Table X
Non-Agricultural Employment by Category*

Category	December 2012	% of Total
Natural Resources, Mining and Construction	6,400	4.5%
Manufacturing	13,200	9.3
Wholesale Trade	7,300	5.2
Retail Trade	17,800	12.6
Transportation, Warehousing and Utilities	5,000	3.5
Information	2,600	1.8
Financial Activities	16,200	11.4
Professional and Business Services	13,100	9.3
Educational and Health Services	29,300	20.7
Leisure and Hospitality	12,500	8.8
Other Services (except Public Administration)	4,700	3.3
Government	13,600	9.6
Total	141,700	100.0%

* Source: South Dakota Labor Bulletin, January 2013 for the Sioux Falls Standard Metropolitan Statistical Area

Table XI
Major Employers

Firms	**Employees**
Non-government:	
Sanford Health	8,420
Avera Health	6,343
John Morrell & Company	3,300
Wells Fargo Financial Bank	2,858
Hy-Vee Food Stores	2,723
CitiGroup	2,700
Evangelical Lutheran Good Samaritan Society	1,559
Wal-Mart / Sam's Club	1,106
Raven Industries / Aerostar International Inc.	943
First PREMIER Bank / PREMIER Bankcard	935
Capital One	925
Midcontinent Communications	865
Government:	
Sioux Falls School District	3,000
City of Sioux Falls	1,133
Veteran's Hospital	1,049

AREA GROWTH AND DEVELOPMENT

All of the information contained in this section on Area Growth and Development has been obtained from the Sioux Falls Development Foundation.

Table XII
2012 Sioux Falls Economic Development at a Glance

(January - October)	
Total value of new construction	$382,587,307
Number of building permits	6,890
Capital investment	$192,200,000

The following new industrial, office, retail medical and public development projects were proposed, undertaken or completed through 2013 in the City of Sioux Falls and its environs:

Industrial and Warehouse Development:

Animal Health purchased 6.5 acres of land in northwest Sioux Falls to construct a 50,000 square foot building to house their health and animal feed distribution operations. The facility will provide room for 40 employees and is scheduled for completion in early 2013.

Concrete Materials added a bucket elevator, four metal silos, a dust collection system and access ladder on the concrete silo recently

Metal Sales Manufacturing Corporation opened a Sioux Falls location earlier this year at 2700 West 3rd Street. The premier nationwide provider of metal panels for the building and construction industry will manufacture metal roof and wall panels and plans to create 20 new jobs over the next year

Raven Industries initiated a major three-year remodel and renovation of their headquarters building in downtown Sioux Falls. This project has an estimated completion of June, 2014 and includes all exterior improvements, interior renovations, site construction for corporate headquarters and York building façade renovation. The interior renovations will transform space previously used for manufacturing precision agriculture products into expanded office space.

Sheehan Mack Sales & Equipment's facility in north Sioux Falls finished construction in April on a $1 million addition/remodel

Twin City Fan & Blower Co. leased 50,000 square feet at 2009 East 39th Street North for additional production space. The facility will initially employ 30 – 50 workers, with plans to double in size of the plant and grow to as many as 125 employees within three to five years.

Worthington Ag Parts, which occupied their $2.7 million distribution facility late last year, added a $1.3 million warehouse to their six-acre complex in Sioux Empire Development Park VII. The 21,000 square foot expansion, expected to create eight jobs, was completed earlier this year.

Demolition of the former stockyards and site work has taken place in preparation for a new $8 million ***Xcel Energy*** electrical substation on 15 acres of the property. Completion of the substation is slated for 2014

Office, Commercial and Medical Developments:

Plaza III, the former cancer institute, was renovated to house the ***Avera Transplant Institute***. ***Avera McKennan*** invested $1,7 million in a 32,000 square foot distribution warehouse at 1111 South Cliff Avenue for future growth and expansion purposes. ***Avera Medical Group*** opened new clinics this year at 4401 West Benson Road and 1035 South Highline Place in the Dawley Farm Village development.

Big Sioux Power Sports opened in June in a new 10,000 square foot facility on West 60th Street North. The new dealership employs six.

In early 2012, ***Brown & Saenger*** moved their printing and promotional operations to the former Pine Hill Press facility they acquired on West 57th Street

A new hotel, ***Candlewood Suites***, opened earlier this month at 2725 South Carolyn Avenue. The four-story extended-stay hotel features 80 rooms.

Casey's General Stores opened a new $1.7 million convenience store and gas station near Sycamore Avenue and East 41st Street early 2012.

Mclean, Virginia-based ***Capital One*** acquired HSBC's Sioux Falls operation retaining its 400 employees. Throughout 2012, Capital One increased employment and is nearing their goal of creating 400 additional positions. The company is located in Sioux Empire Development Park IV.

The ***Commerce Center***, home to the Sioux Falls Development Foundation, Sioux Falls Area Chamber of Commerce and the Convention & Visitors Bureau, is undergoing a complete remodel. The $1.1 million project is slated for completion in March of 2013.

Construction wrapped up earlier this year on a 24,000 square foot, $1.7 million building at 3410 South Kiwanis Avenue. The facility is home to ***Dakota Sports** and **Dakota Lettering.***

DocuTAP expanded their presence in the Research Drive building to encompass the entire 15,000 square foot facility. The expansion provides room for the growing medical records and practice management software company, which more than doubled its staff this year. The Research Drive facility is owned and operated by the Sioux Falls Development Foundation which invested $200,000 in the build-out.

Iowa-based ***Fareway Foods*** will open a $1.5 million 34,400 square foot grocery store in the former HOM Furniture space at 1431 West 41st Street.

Fiegen Construction purchased the former Howlin Vision Clinic at 3712 South Western Avenue to house their offices. The facility, which was extensively remodeled, provides room for the expanding company.

Gun Up, a software company providing product research and information to the firearms industry, relocated to Sioux Falls from the Seattle area. The firm is located in the Shriver's Square building downtown.

Demolition of the River Ramp parking structure took place earlier this year to make way for the $25.7 million, 5-story, 136-room ***Hilton Garden Inn*** currently under construction. The facility is scheduled to open in the fall of 2013 along the downtown River Greenway and will employ 40. The project will include 6,000 square feet of conference and banquet space. ***Pinnacle Hospitality*** will operate the restaurant/lounge facilities in addition to providing conference food and beverage service.

The ***Holiday Inn City Centre*** wrapped up a $5.4 million renovation with interior and exterior improvements to their facility in downtown Sioux Falls.

A 92-room ***Holiday Inn Express & Suites*** opened this past spring on 2.6 acres at 3821 West Avera Drive. The four-story hotel features an indoor pool, children's pool and fitness center.

The 26th and Sycamore ***Hy-Vee*** store underwent a $10 million, 25,000 square foot expansion that wrapped up earlier this year. The expansion created additional job opportunities within the facility.

Liberty National Bank purchased a building at 10th Street and Main Avenue to house their wealth management department. Liberty hired additional staff.

Construction wrapped up on the ***Lumber Exchange*** office complex at the former Schoeneman's site on 8th Street. The facility is anchored by ***CNA Surety*** and home to the corporate offices of ***Lloyd Companies.*** Site work started in the fall of 2010 on the $25 million, 130,000 square foot facility and CNA relocated to the facility in June. The facility will also house the ***Edith Sanford Breast Cancer Foundation,*** the ***Sanford Health Foundation*** and ***Sanford Frontiers.***

NCB Management Services Inc. relocated their Sioux Falls operation to the Corporate Centre II facility in Sioux Empire Development Park IV from the Capital One complex on Benson Road. The move provided the national accounts receivable management organization room to hire additional staff.

A 10,000 square foot facility for ***Omnitech Inc.*** is nearing completion near Interstates 29 and 229. The new facility will provide room for up to 55 employees.

One American Bank, formerly First Midwest Bank, transformed the former Gigglebees site into a new branch bank. The company invested $1.5+ million and will occupy 8,000 square feet of the 12,500 square foot facility.

The 21,000 square foot retail center near Plaza 41 at 41st Street and Kiwanis Avenue opened in early 2012 anchored by ***RCC Western Store.*** The center also houses a ***Subway*** and ***Fuji Sushi & Hibachi*** restaurant.

The five-story 205,000 square foot ***Sanford Heart Hospital,*** located adjacent to the main hospital at 18th and Grange, opened earlier this year. The 58-bed hospital represents a $90 million investment in terms of construction and equipment and opened space in the main hospital for a diabetes clinic, expanded vascular surgery and a wound-healing center.

Nine football fields played host to the South Dakota Junior Football Program this fall at the 162-acre ***Sanford Sports Complex.*** In addition, ground was broken on the ***Pentagon*** and ***Fieldhouse*** facilities. The $19 million, 160,000 square foot Pentagon, featuring nine basketball courts with a 3,000-seat center venue-future home of the Skyforce-is scheduled for completion in fall of 2013. The $8 million, 85,000 square foot Fieldhouse, completed earlier this year, is home to the **Sanford POWER program.**

A ***Fairfield Inn & Suites*** at the complex is being developed under the auspices of ***Sanford Frontiers.*** Sanford Frontiers was established to develop the commercial aspects of the Sanford Sports Complex and cultivate researchers' intellectual property to commercialization.

SDN Communications purchased a 26,000 square foot office building at 2900 West 11th Street to provide space for long term growth. The $2.6 million facility will double the company's office space.

The ***Sheraton Sioux Falls*** renovated its club level lounge, fitness center and meeting rooms as part of a $6.5 million project that includes upgraded guestrooms, restaurant and lobby.

The 70-acre retail development, ***The Shoppes at Dawley Farm Village,*** located near Arrowhead Parkway and Highway 11, includes a new 14,500 square foot strip mall. **Subway,** ***Verizon, Supercuts, Sioux Falls Quilters Headquarters*** and an ***Avera Medical Group*** clinic occupy the space. A 46,000 square foot ***Ashley Home Furniture Store*** and a 9,680 square foot ***Graham Tire*** store are planned for the development.

Sioux Falls Area Community Foundation will acquire the historic railroad depot on 8th Street near Cherapa Place for its permanent home. The Foundation plans to be in the renovated facility by summer of 2013.

TCF Bank, a national bank holding company, established a contact and operations center earlier this year at 4101 West 38th Street in the Meadows on the River Development. The company hired 200 employees and invested over $3.6 million in the facility.

The ***U.S. Department of Homeland Security*** moved into a new facility on 3.5 acres in Sioux Empire Development Park III. The $8 million facility houses the Immigration & Customs Enforcement Center.

Vance Thompson Vision is building an estimated $6 million surgical and research center at 3101 West 57th Street. The new 33,000 square foot facility is scheduled to open in spring of 2013.

Vern Eide Motorcars purchased the former Sunshine store on East 10th Street and opened a body shop and used-car center, investing $2.5 million in the 40,000 square foot facility.

Quality of Life Developments:

Boys & Girls Clubs of the Sioux Empire - **$3 million, 6,000 square foot** Brennan Rock & Roll Academy

Children's Home Society - $5.6 million remodel/addition to Loving School, renovation/addition to Van Demark Building

City of Sioux Falls - $13 million sewer system replacement project; $8.7 million water purification plant expansion; Health Department's 3rd school-based health clinic; street and bike trail restoration; River Greenway development; $1.9 million Prairie Green Clubhouse & Kuehn Park Clubhouse; Carnegie Town Hall exterior renovation; $2.7 million Prairie West Branch Library; $1.25 million Environmental Center

Evengelical Lutheran Good Samaritan Society - $5.4 million, 44-unit City Center Apartments for Seniors.

Good Shepherd Lutheran School - $1.25 million Early Childhood Education Center & Daycare

Great Plains Zoo - $4.2 million Monkeys, Magic & More Project

Harrisburg School District – Middle School & Elementary School

Mary Jo Wegner Arboretum & East Sioux Falls Historical Site-Mabel & Judy Jaspar Educational Center

Minnehaha County - $3.47 million, 33-unit Project Safe Home; $2.2 million Jail Kitchen

SculptureWalk – 55 outdoor sculptures exhibit located along the sidewalks in Downtown Sioux Falls

Sioux Falls Ministry Center – Compassion Child Care Center

Sioux Falls Schools District-Classroom addition to Harvey Dunn & John Harris; $6.7 million Howard Wood Field renovation; $23 million Northwest Middle School

Sioux Falls Regional Airport - $6 million concourse remodel; $8 million runway intersection replacement; $1.8 million parking lot expansion

Southeast Technical Institute- renovation of the Ed Wood Center for Training Solutions Institute and welding lab expansion

St. Joseph Catholic Housing – 69-unit, $7.5 million Pettigrew Heights Senior Living Apartments

Sylvia R Henkin State Theatre – renovation

University of Sioux Falls - $400,000 Stewart Center renovation

Willow Run Golf Course - $1 million redesign/improvements to course and clubhouse.

Other Developments

Aarons (East 10th Street), Acoustic (Downtown), Agnus Dei Communications (Heather Ridge Village), All Sport Central (7th & Railroad Center), Any Lab Test Now (Louise Avenue), Asia Suchi Bar & Chines Bistro (Downtown), Bagel Boy (Minnesota Avenue), Boyce-Greeley building remodel (Downtown), Brimark Inn renovation (Russell Street(, Brooks Commercial Real Estate (Louise Avenue), Burger King renovation (10th Street, 12th Street, Russell and Marion), Christoffels & Co expansion (East 26th Street), Chuck E. Cheese expansion (Meadows on the River), Click Rain expansion (Downtown), Cliff Hangers (Downtown), Climate Controlled Storage (Grange Avenue), Cookie Jar Eatery (Downtown), Co-Op Architecture (Downtown), Country Inn & Suites renovation (Downtown), DFine Private Fitness Club (WaterFall Plaza), Davenport Evans Hurwitz & Smith renovation (Downtown), Dollar Loan Center (41st Street), DQ Grill & Chill (Benson Road), Dynamic Business Solutions (10th & Sycamore), Eddy Joy Baby Boutique (Bridges at 57th , EmbroidMe (Village on Louise), Golf Addiction (41st Street), Golf Etc. (41st Street), Hibachi Grill & Supreme Buffet (41st Street), Icon Lounge & Icon Event Hall (Downtown), Infrastructure Design Group, Insurance Express (Minnesota Avenue), Interstate Office Products exterior renovation (Downtown), Jimmy John's Gourmet Sandwiches (WaterFall Plaza), JL Beers & Great American Burgers (Downtown), Jo-Ann Fabric & Craft Store (Plaza 41), Josiah's Coffeehouse & Cafe (Downtown), Juice Stop (Village on Louise), Keller Williams Realty (57th & Western), Kinetico Water Systems (Minnesota Avenue), Kosama (Heather Ridge Village), Kum & Go (North Cliff Avenue), Lindquist & Vennum (Downtown), Lock It & Leave It Storage (Teem Drive), M.B. Haskett Delicatessen (Downtown), Meredith & Bridget's Flower Shop (Minnesota Avenue), Midwest Family Care (East 19th Street), Nor-Son Inc. (Kiwanis Avenue), Orange Leaf (South Louise), Peachwave Yogurt (Empire Mall), PepperJax Grill (41st Street), Phnom Penh (Minnesota Avenue), Plains Commerce Bank (East 10th Street), Purses to Go (49th Street), Red Mango Yogurt (Beakon Centre), Red Wing Shoe expansion (41st Street), Sid's Crown Liquor renovation (Downtown), Sioux Falls Design Center (Downtown), Specialty Orthopedics (26th &Cleveland), Starz sports bar (57th Street), Susan DeWitte Photography (41st Street), Sweet Pea (Bridges at 57th), Taco Bell (East 10th Street), Tax Consultants (41st Street), Tazito Burrito (Russell Street), Thompson Dreessen &Dorner (Minnesota Avenue), Threads (Downtown), Tilly's (Empire Mall), USD Admissions & Alumni Activities office (Beakon Centre), Welcyon (Park Ridge Galleria), Wet Seal (Empire Mall), White House Black Market (Empire Mall), Workplace Technology Center (Downtown), Xcite Family Fun Center (Empire Mall), Young & Richard's Floral (Downtown), Zaroty Mediterranean Street Food (57th &Marion) and Zing (Minnesota Avenue).

Regional Highlights:

Bethany Home at the Meadows in Brandon opened a 58-bed skilled nursing facility this summer. The $11 million, 52,000 square foot home includes a 20,000 square foot "Main Street" link area with a dell, bank, general store, swimming pool and gym. The facility created over 50 new jobs.

Central States Manufacturing, the Arkansas- based manufacturer/distributor of metal building products, is construction a 40,000 square foot manufacturing facility on ten acres in Hartford. The company plans to be operational in early 2013, creating up to 40 new jobs over the next three years.

Construction is wrapping up on the $23 million which-speed grain terminal west of Lyons. The ***Fremar LLC*** grain loading terminal, a joint venture between Central Farmers Cooperative and Archer Daniels Midland, is the first shuttle terminal in Minnehaha County. The facility has the capacity ot load 110 rail cars within 8 hours and will employ up to 10 full-time people.

Integra Plastics expanded its South Dakota operations with a new 48,000 square foot plant that opened earlier this year in the Corson Development Park north of Brandon. The manufacturing facility includes additional storage and office space and employs fourteen.

Luverne Truck Equipment, Inc. invested $1.1 million in new equipment and upgrades to its facility in the Brandon Industrial Park including renovated offices and visual improvements to the exterior.

South Dakota Technology Business Center

The South Dakota Technology Business Center serves as the resource helping innovators and entrepreneurs as they launch, grow and expand their companies in Sioux Falls. New SDTBC clients during the past twelve months include: ***STEM Fuse, Peppermint Clean Energy, Revive Capital Partners, MVA Software***, and ***Union Labs & Testing.*** The Center's graduates increased to fifteen companies with ***Dakota Retail Technologies, Classified Verticals*** and ***DataSync*** relocating during 2012.

Six companies-Cairn ***Technologies, Find Your Crave, J1 Insoles, Malloy Labs, Prairie Aquatech*** and ***BEgiNr*** Media-participated in the 2012 Accelerator program. Sponsored by Forward Sioux Falls and EPSCoR, the Accelerator included a one-week entrepreneurship boot camp and an additional twelve weeks of incubation services, business coaching and mentoring. Participants earned up to $3,000 in milestone payments as they progressed toward a successful business launch.

SDTBC Statistics

Years in Operation	9 years on December 31, 2012
Current Tenants	22 Client Companies, 2 Next Step Clients, 6 Virtual Office Participants, 9 Service Providers
Graduate Companies	15
Jobs Created	387 FTE
Average Client/Graduate Employee Salary	$70,000
Total Combined Annual Gross Sales	$130 Million
Equity/Grant Funding Secured by Companies	$45 Million
Patents Awarded to Client/Graduate Companies	11
Patent Applications Pending for Companies	25

Table XIII
Assets of Sioux Falls Financial Institutions

Year	Bank Assets
2012	$ 2,602,445,867,000
2011	2,473,651,377,000
2010	1,267,556,589,000
2009	711,042,490,000
2008	636,397,715,000
2007	557,003,342,000
2006	487,176,778,000
2005	460,233,813,000

Table XIV
City of Sioux Falls Plus Minnehaha County Building Permits

Year	Number of Permits	Residential Value	Commercial / Industrial Value	Agricultural	Total
2012	$8,067	$235,146,900	$ 277,463,100	$4,000,900	$516,610,900
2011	8,255	158,532,600	175,910,200	5,529,800	339,972,600
2010	8,023	160,198,400	142,307,000	3,500,800	306,006,200
2009	6,727	175,160,200	146,245,100	2,458,300	323,863,600
2008	6,465	216,809,300	264,734,500	3,296,000	484,839,800
2007	6,862	240,174,200	312,808,800	3,794,200	556,777,200
2006	6,884	233,973,200	227,386,000	3,752,600	465,111,800
2005	7,154	225,735,800	257,678,600	1,705,200	485,119,600
2004	7,406	233,360,900	185,863,700	1,849,600	421,074,200
2003	7,247	218,209,700	152,233,800	1,249,600	371,693,100
2002	8,174	182,189,200	116,530,600	1,347,800	300,067,600
2001	8,144	193,524,600	140,629,300	1,260,800	335,414,700
2000	6,420	220,368,500	162,573,200	977,500	383,919,200

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APPENDIX C –
2012 AUDITED FINANCIALS

AUDITED FINANCIAL STATEMENTS OF THE COUNTY
FOR THE YEAR ENDED DECEMBER 31, 2012

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MINNEHAHA COUNTY

AUDIT REPORT

For the Year Ended December 31, 2012

MINNEHAHA COUNTY
COUNTY OFFICIALS
December 31, 2012

Board of Commissioners:
Dick Kelly, Chairman
Jeff Barth
Gerald Beninga
Cindy Heiberger
John Pekas

Auditor:
Bob Litz

Treasurer:
Pam Nelson

State's Attorney:
Aaron McGowan

Register of Deeds:
Julie Risty

Sheriff:
Mike Milstead

MINNEHAHA COUNTY
TABLE OF CONTENTS

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PIERRE SD 57501-5070
(605)773-3595
FAX(605)773-6454

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

County Commission
Minnehaha County
Sioux Falls, South Dakota

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Minnehaha County, South Dakota (County), as of December 31, 2012 and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements and have issued our report thereon dated July 23, 2013.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the County's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose. As required by South Dakota Codified Law 4-11-11, this report is a matter of public record and its distribution is not limited.

Martin L. Guindon, CPA
Auditor General

July 23, 2013

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MARTIN L. GUINDON, CPA
AUDITOR GENERAL

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

County Commission
Minnehaha County
Sioux Falls, South Dakota

Report on Compliance for Each Major Federal Program

We have audited Minnehaha County, South Dakota (County), compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended December 31, 2012. The County's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Current Audit Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination on the County's compliance.

Opinion on Each Major Federal Program

In our opinion, Minnehaha County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2012.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purposes. As required by South Dakota Codified Law 4-11-11, this report and our report on compliance for each major federal program are matters of public record and their distribution is not limited.

Martin L. Guindon, CPA
Auditor General

July 23, 2013

MINNEHAHA COUNTY
SCHEDULE OF PRIOR AND CURRENT AUDIT FINDINGS AND QUESTIONED COSTS

SCHEDULE OF PRIOR AUDIT FINDINGS

Prior Audit Findings:

The prior audit report contained no written audit findings.

SCHEDULE OF CURRENT AUDIT FINDINGS AND QUESTIONED COSTS

Summary of the Independent Auditor's Results:

Financial Statements

a. An unmodified opinion was issued on the financial statements of each opinion unit.

b. No material weaknesses or significant deficiencies were disclosed by our audit of the financial statements.

c. Our audit did not disclose any noncompliance which was material to the financial statements.

Federal Awards

d. An unmodified opinion was issued on compliance with the requirements applicable to major programs.

e. Our audit did not disclose any audit findings that need to be disclosed in accordance with the Office of Management and Budget Circular A-133, Section .510(a).

f. The federal awards tested as major programs were:

   1. Homeland Security Grant Program CFDA # 97.067
   2. Juvenile Accountability Block Grant CFDA # 16.523

g. The dollar threshold used to distinguish between Type A and Type B federal award programs was $300,000.

h. Minnehaha County did qualify as a low-risk auditee.

Current Federal Audit Findings:

There are no written current federal compliance audit findings to report.

Current Other Audit Findings:

There are no written current other audit findings to report.

STATE OF SOUTH DAKOTA
DEPARTMENT OF LEGISLATIVE AUDIT

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MARTIN L. GUINDON, CPA
AUDITOR GENERAL

INDEPENDENT AUDITOR'S REPORT

County Commission
Minnehaha County
Sioux Falls, South Dakota

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Minnehaha County, South Dakota (County), as of December 31, 2012 and for the year then ended, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the County's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Minnehaha County as of December 31, 2012, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Budgetary Comparison Schedules and the Schedule of Funding Progress on pages 44 through 48, and 50 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The County has omitted the Management's Discussion and Analysis (MD&A) that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The Schedule of Expenditures of Federal Awards, which as required by the U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated July 23, 2013 on our consideration of the County's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Martin L. Guindon, CPA
Auditor General

July 23, 2013

MINNEHAHA COUNTY
STATEMENT OF NET POSITION
December 31, 2012

	Primary Government Governmental Activities
ASSETS:	
Cash and Cash Equivalents	$ 19,957,204.03
Cash With Trustee	587,491.06
Taxes Receivable--Delinquent	651,273.64
Notes Receivable	490,928.27
Inventories	663,726.86
Accounts Receivable	78,293.88
Due from Federal Government	126,756.55
Due from State Government	1,402,505.05
Due from Local Governments	94,469.11
Due from Others	243,926.04
Capital Assets:	
Land, Improvements and Construction In Progress	5,371,792.84
Other Capital Assets, Net of Depreciation	84,848,660.97
TOTAL ASSETS	$ 114,517,028.30
LIABILITIES:	
Claims Payable	$ 1,556,271.68
Hospital Claims Payable	831,604.50
Revenues Collected In Advance	98,130.41
Noncurrent Liabilities:	
Due Within One Year	5,134,934.95
Due in More than One Year	32,863,160.68
Less: Net Deferred and Unamortized Amounts From Financings (See Note 9)	(1,037,081.67)
TOTAL LIABILITIES	39,447,020.55
NET POSITION:	
Net Investment In Capital Assets	56,665,614.81
Restricted For: (See Note 12)	
Road and Bridge Purposes	6,876,662.42
Other Purposes	2,463,941.55
Unrestricted	9,063,788.97
TOTAL NET POSITION	75,070,007.75
TOTAL LIABILITIES AND NET POSITION	$ 114,517,028.30

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2012

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes In Net Position: Primary Government Governmental Activities
Primary Government:					
Governmental Activities:					
General Government	$ 16,566,740.62	$ 3,226,444.98	$ 551,526.53	$	$ (12,788,769.11)
Public Safety	25,332,170.84	6,261,405.94	4,204,458.79	103,745.94	(14,762,560.17)
Public Works	8,434,282.28	5,273.69	7,373,923.47		(1,055,085.12)
Health and Welfare	5,516,949.31	237,216.37	557,338.84		(4,722,394.10)
Culture and Recreation	2,331,715.49	59,126.00	878,263.10		(1,394,326.39)
Conservation of Natural Resources	64,535.99		250.00		(64,285.99)
Urban and Economic Development	573,920.59	196,006.60	1,174.59		(374,739.40)
*Depreciation Expense - Unallocated	126,088.73				(126,088.73)
**Interest on Long-Term Debt	1,729,523.21				(1,729,523.21)
Total Primary Government	$ 60,675,927.06	$ 9,987,473.58	$ 13,566,935.32	$ 103,745.94	(37,017,772.22)

General Revenues:	
Taxes:	
Property Taxes	33,946,371.78
Wheel Tax	3,112,816.34
911 Telephone Surcharge	957,709.58
State Shared Revenues	1,799,891.14
Unrestricted Investment Earnings	214,749.90
Miscellaneous Revenue	574,293.98
Total General Revenues	40,605,632.72
Change in Net Position	3,587,860.50
Net Position - Beginning	71,706,713.53
Adjustments:	
Prior Year Adjustments (Capital Assets Deletions)	(192,417.53)
Prior Year Adjustments (Debt Service Expenses)	(32,148.75)
Adjusted Net Position - Beginning	71,482,147.25
NET POSITION - ENDING	$ 75,070,007.75

* This amount excludes the depreciation that is included in the direct expenses of the various functions. (See Note 8).

** The County does not have interest expense related to the functions presented above. This amount includes indirect interest expense on general long-term debt.

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2012

	General Fund	Road and Bridge Fund	Other Governmental Funds	Total Governmental Funds
ASSETS:				
Cash and Cash Equivalents	$ 9,118,524.22	$ 6,064,638.26	$ 1,892,076.46	$ 17,075,238.94
Cash With Trustee			587,491.06	587,491.06
Taxes Receivable--Delinquent	556,351.43		94,922.21	651,273.64
Notes Receivable	402,928.27		88,000.00	490,928.27
Due from Federal Government	100,047.93		26,708.62	126,756.55
Due from State Government	255,740.02	684,795.78	461,969.25	1,402,505.05
Due from Local Governments	94,349.41		119.70	94,469.11
Due from Others	199,615.30	11,439.69	32,871.05	243,926.04
Inventory of Supplies		663,726.86		663,726.86
TOTAL ASSETS	$ 10,727,556.58	$ 7,424,600.59	$ 3,184,158.35	$ 21,336,315.52
LIABILITIES AND FUND BALANCES:				
Liabilities:				
Claims Payable	$ 814,505.47	$ 298,962.23	$ 395,421.28	$ 1,508,888.98
Hospital Claims Payable	831,604.50			831,604.50
Revenues Collected In Advance	98,130.41			98,130.41
Deferred Revenue	556,351.43		94,922.21	651,273.64
Total Liabilities	2,300,591.81	298,962.23	490,343.49	3,089,897.53
Fund Balances: (See Note 1. m.)				
Nonspendable	383,444.88	663,726.86	45,000.00	1,092,171.74
Restricted		6,461,911.50	2,324,019.34	8,785,930.84
Assigned	2,431,573.53		353,839.77	2,785,413.30
Unassigned	5,611,946.36		(29,044.25)	5,582,902.11
Total Fund Balances	8,426,964.77	7,125,638.36	2,693,814.86	18,246,417.99
TOTAL LIABILITIES AND FUND BALANCES	$ 10,727,556.58	$ 7,424,600.59	$ 3,184,158.35	$ 21,336,315.52

The notes to the financial statements are an integral part of this statement.

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MINNEHAHA COUNTY
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position
December 31, 2012

Total Fund Balances - Governmental Funds	$ 18,246,417.99
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. Capital assets of $158,581,363.50 less accumulated depreciation of $68,360,909.69.	90,220,453.81
Long-term liabilities for accrued leave payable are not due and payable in the current period and therefore are not reported in the funds.	(2,959,616.31)
Long-term liabilities, including bonds payable and capital leases, are not due and paybla in the current period and therefore are not reported in the funds.	(34,591,920.67)
Net deferred and unamortized amounts from various refunding reported in the government-wide statements but not reported in the funds.	1,037,081.67
Delinquent property taxes receivable will be collected this year, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the governmental funds.	651,273.64
Internal service funds are used by management to charge the costs of activities, such as medical self-insurance, to individual funds. The assets ($2,960,258.97) and liabilities ($47,382.70) of internal service funds are included in governmental activities in the Statement of Net Position.	2,912,876.27
Long-term liability for net other post employment obligation is not due and payable in the current period and therefore is not reported in the funds.	(446,558.65)
Net Position of Governmental Activities	$ 75,070,007.75

Deferred Amount of Refunding	$ 1,141,693.86
Unamortized Deferred Charges--Issuance Cost	382,878.90
Unamortized Bond Premium	(489,218.43)
Unamortized Bond Discount	1,727.54
Net Deferred and Unamortized Amounts From Refunding	$ 1,037,081.67

The notes to the financial statements are an integral part of this statement.

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MINNEHAHA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2012

	General Fund	Road and Bridge Fund	Other Governmental Funds	Total Governmental Funds
Revenues:				
Taxes:				
General Property Taxes--Current	$ 29,161,933.95	$	$ 4,225,452.96	$ 33,387,386.91
General Property Taxes--Delinquent	432,727.41		90,316.00	523,043.41
Penalties and Interest	83,725.87		16,208.17	99,934.04
Telephone Tax (Outside)	10,777.06			10,777.06
Mobile Home Tax	18,354.27		2,385.05	20,739.32
Wheel Tax		3,112,818.34		3,112,818.34
911 Telephone Surcharge			957,709.58	957,709.58
Other Taxes	23,587.33		255.89	23,843.22
Licenses and Permits	218,596.00		51,060.00	269,656.00
Intergovernmental Revenue:				
Federal Grants	698,290.24		1,880,866.78	2,579,157.02
Federal Shared Revenue	906,671.86			906,671.86
Federal Payments in Lieu of Taxes	2,677.38		761.13	3,438.51
State Grants	25,090.43	639,108.92		664,199.35
State Shared Revenue:				
Bank Franchise	712,190.05			712,190.05
Motor Vehicle Licenses		6,231,869.67		6,231,869.67
Court Appointed Attorney/Public Defender	185,820.40			185,820.40
Prorate/Port of Entry Fees		385,763.45		385,763.45
Abused and Neglected Child Defense	39,137.89			39,137.89
63 3/4% Mobile Home/Manufactured Home		19,298.56		19,298.56
Telecommunications Gross Receipts Tax	1,087,501.09			1,087,501.09
Motor Fuel Tax		46,248.37		46,248.37
911 Remittances			881,710.25	881,710.25
Other Payments in Lieu of Taxes	1,577.44		155.54	1,732.98
Other Intergovernmental Revenue:				
Museum Operations (City Share)	473,755.00			473,755.00
Human Services Operations (City Share)	230,265.07			230,265.07
Other Intergovernmental Revenue	219,029.38		157,162.58	376,191.96
Tea-Ellis Shooting Range	33,300.00			33,300.00
Charges for Goods and Services:				
General Government:				
Treasurer's Fees	324,251.84			324,251.84
Register of Deeds' Fees	1,772,255.40		58,239.00	1,830,494.40
Legal Services	639,023.42		14,800.00	653,823.42

	General Fund	Road and Bridge Fund	Other Governmental Funds	Total Governmental Funds
Clerk of Courts Fees	279,283.45			279,283.45
Other Fees	42,604.49			42,604.49
Public Safety:				
Law Enforcement	1,831,057.59			1,831,057.59
Prisoner Care	3,870,069.74			3,870,069.74
Sobriety Testing			371,493.66	371,493.66
Other	300.00			300.00
Public Works:				
Road Maintenance Contract Charges		5,273.69		5,273.69
Health and Welfare:				
Economic Assistance:				
Poor Lien Recoveries	226,760.97			226,760.97
Mental Health Services	10,455.40			10,455.40
Culture and Recreation	42,425.88		16,700.12	59,126.00
Urban and Economic Development	25,700.60			25,700.60
Fines and Forfeits:				
Fines	31,698.82			31,698.82
Costs	131,977.35			131,977.35
Forfeits	215,176.28			215,176.28
Other Costs			601.00	601.00
Other	1,412.50			1,412.50
Miscellaneous Revenue:				
Investment Earnings	116,752.24	63,277.53	34,720.13	214,749.90
Rent	94,682.24			94,682.24
Contributions and Donations	1,625.00			1,625.00
Refund of Prior Year's Expenditures	19,108.54			19,108.54
Other	208,260.78	51,636.50	135,845.15	395,742.43
Total Revenues	44,249,890.65	10,555,291.03	8,896,442.99	63,701,624.67
Expenditures:				
General Government:				
Legislative:				
Board of County Commissioners	566,588.97			566,588.97
Elections	293,029.65			293,029.65
Judicial System	1,143,507.48			1,143,507.48
Financial Administration:				
Auditor	561,468.26			561,468.26
Treasurer	1,137,842.66			1,137,842.66
Information Technology	1,274,847.38			1,274,847.38
Other			494,778.98	494,778.98
Legal Services:				
State's Attorney	2,899,589.96			2,899,589.96
Public Defender	2,141,329.39			2,141,329.39
Public Advocate	531,378.22			531,378.22
Other Administration:				
General Government Building	2,149,277.37			2,149,277.37
Director of Equalization	1,167,620.58			1,167,620.58

MINNEHAHA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2012
(Continued)

	General Fund	Road and Bridge Fund	Other Governmental Funds	Total Governmental Funds
Register of Deeds	668,237.50			668,237.50
Predatory Animal	5,854.17			5,854.17
Human Resources	217,803.55			217,803.55
Self-Insurance Plan	214,159.06			214,159.06
Other (S.E.C.O.G.)	22,513.00			22,513.00
Public Safety:				
Law Enforcement:				
Sheriff	5,310,014.38		120,911.07	5,430,925.45
Humane Society	40,105.88			40,105.88
County Jail	10,031,221.58		20,605.08	10,051,826.66
Coroner	306,883.48			306,883.48
Juvenile Detention	2,765,361.82			2,765,361.82
Air Guard	798,844.04			798,844.04
STI Security	134,169.58			134,169.58
24/7 Sobriety			326,655.19	326,655.19
Protective and Emergency Services:				
Fire Protection			468,520.00	468,520.00
Emergency and Disaster Services			1,666,706.41	1,666,706.41
Communication Center	325,000.00		1,839,419.83	2,164,419.83
Public Works:				
Highways and Bridges:				
Highways, Roads and Bridges		5,588,722.79		5,588,722.79
Health and Welfare:				
Economic Assistance:				
Support of Poor	3,111,506.50		12,846.96	3,124,353.46
Other (ARRA-HPRP Grant)	100,801.59			100,801.59
Health Assistance:				
Ambulance Services	177,999.96			177,999.96
Social Services:				
Compass Center	35,000.00			35,000.00
Domestic Abuse			63,410.00	63,410.00
Safe Home	655,455.84			655,455.84
Children's Inn	89,250.00			89,250.00
Helpline Center	2,000.00			2,000.00
Mental Health Services:				
Mentally Ill	867,519.50			867,519.50
Mental Health Centers	169,468.00			169,468.00

Culture and Recreation:				
Culture:				
Public Library			920,000.00	920,000.00
Historical Museum	1,025,165.84		102,038.54	1,127,204.38
Memorial Day Expense	616.00			616.00
County Cemetery	526.55			526.55
Recreation:				
Parks	63,025.95			63,025.95
County Fair	99,999.96			99,999.96
Conservation of Natural Resources:				
Soil Conservation:				
County Extension	63,053.21			63,053.21
Urban and Economic Development:				
Urban Development:				
Planning and Zoning	553,526.96			553,526.96
Economic Development:				
Sioux Falls Development Foundation	500.00			500.00
Forward Sioux Falls	500.00			500.00
Minnehaha County Economic Development Association	5,000.00			5,000.00
Intergovernmental Expenditures		309,402.70		309,402.70
Debt Service	16,750.00		4,883,248.34	4,899,998.34
Capital Outlay	181,076.76	3,682,885.72	662,187.88	4,526,150.36
Total Expenditures	41,925,390.82	9,581,011.21	11,581,328.28	63,087,730.11
Excess of Revenues Over (Under) Expenditures	2,324,500.03	974,279.82	(2,684,885.29)	613,894.56
Other Financing Sources (Uses):				
Transfers In	117,633.53		149,328.00	266,961.53
Transfers Out	(149,328.00)	(63,277.53)	(54,356.00)	(266,961.53)
Insurance Proceeds	24,051.40			24,051.40
Sale of County Property	217,532.02			217,532.02
Total Other Financing Sources (Uses)	209,888.95	(63,277.53)	94,972.00	241,583.42
Net Change in Fund Balance	2,534,388.98	911,002.29	(2,589,913.29)	855,477.98
Changes in Nonspendable - Inventory		(46,796.78)		(46,796.78)
Fund Balance - Beginning	5,892,575.79	6,261,432.85	5,283,728.15	17,437,736.79
FUND BALANCE - ENDING	$ 8,426,964.77	$ 7,125,638.36	$ 2,693,814.86	$ 18,246,417.99

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances to the Statement of Activities
For the Year Ended December 31, 2012

Net Change in Fund Balances - Total Governmental Funds	$ 855,477.98
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation expense was more than capital outlays in the current period.	(48,136.78)
In the Statement of Activities, the loss on disposal of assets is reported, whereas in the governmental funds, the disposal of fixed assets is not reflected. This is the amount by which deletions exceeds accumulated depreciation of the deletions.	(31,536.19)
Repayment of long-term liabilities' principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.	3,266,393.69
The total yearly deferred and unamortized amounts on all refunding issues outstanding should be claimed each year as part of Interest Expense on the government-wide financial statements.	(126,217.56)
The receipt of donated capital assets is not reported on the fund statements, but is reported as a program revenue on the government-wide financial statements.	279,600.00
Compensated Absences reported in the Statement of Activities does not require the use of current financial resources and therefore is not reported as expenditures in governmental funds.	(278,579.43)
Governmental funds report property taxes as revenue in the period for which they are levied, subject to the "available" criteria as defined in Note 1, but the Statement of Activities include the property taxes as revenue in the period for which tax is levied.	(124,523.67)
Internal service funds are used by management to charge the costs of certain activities, such as medical self-insurance to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.	(85,576.89)
Other Post Employment benefits reported in the Statement of Activities does not require the use of the current financial resources and therefore is not reported as expenditures in governmental funds.	(76,241.87)
Supplies acquired are an expenditure on the fund statements when purchased but are expensed on the Statement of Activities when consumed. This amount represents the "change in" inventory of supplies.	(46,796.78)
Change in Net Position of Governmental Activities	$ 3,587,860.50

The Notes to the Financial Statements are an integral part of this statement.

MINNEHAHA COUNTY
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2012

	Internal Service Funds
ASSETS:	
Current Assets:	
Cash and Cash Equivalents	$ 2,881,965.09
Accounts Receivable	78,293.88
TOTAL ASSETS	$ 2,960,258.97
LIABILITIES:	
Current Liabilities:	
Claims Payable	$ 47,382.70
NET POSITION:	
Unrestricted Net Position	2,912,876.27
TOTAL LIABILITIES AND NET POSITION	$ 2,960,258.97

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
For the Year Ended December 31, 2012

	Internal Service Funds
Operating Revenues:	
Charges for Goods and Services	$ 3,403,913.31
Operating Expenses:	
Other Current Expense:	
Insurance Costs	470,684.75
Claims Paid	2,848,597.55
Administration Fee	156,290.79
Other	68,666.42
Total Operating Expenses	3,544,239.51
Operating Income (Loss)	(140,326.20)
Nonoperating Revenues (Expenses):	
Investment Earnings	30,927.98
Rebates	23,821.33
Total Nonoperating Revenues (Expenses)	54,749.31
Change in Net Position	(85,576.89)
Net Position - Beginning	2,998,453.16
NET POSITION - ENDING	$ 2,912,876.27

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
For the Year Ended December 31, 2012

	Internal Service Funds
Cash Flows from Operating Activities:	
Cash Receipts from Customers	$ 3,403,191.90
Cash Payments to Suppliers of Goods and Services	(647,775.48)
Claims Paid	(2,950,717.56)
Net Cash Provided (Used) by Operating Activities	(195,301.14)
Cash Flows from Investing Activities:	
Interest Earnings	30,927.98
Rebates	23,821.33
Net Cash Provided (Used) by Investing Activities	54,749.31
Net Increase (Decrease) in Cash and Cash Equivalents	(140,551.83)
Cash and Cash Equivalents at Beginning of Year	3,022,516.92
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 2,881,965.09
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:	
Operating Income (Loss)	$ (140,326.20)
Change in Assets and Liabilities:	
Increase in Accounts and Other Payables	23,318.94
Increase in Accounts Receivable	(78,293.88)
Net Cash Provided (Used) by Operating Activities	$ (195,301.14)

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
December 31, 2012

	Agency Funds
ASSETS:	
Cash and Cash Equivalents	$ 3,261,399.46
TOTAL ASSETS	$ 3,261,399.46
LIABILITIES:	
Amounts Held for Others	$ 68,817.62
Due to Other Governments	3,192,581.84
TOTAL LIABILITIES	$ 3,261,399.46

The notes to the financial statements are an integral part of this statement.

MINNEHAHA COUNTY
NOTES TO THE FINANCIAL STATEMENTS

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Financial Reporting Entity:

The reporting entity of Minnehaha County, (County) consists of the primary government (which includes all of the funds, organizations, institutions, agencies, departments, and offices that make up the legal entity, plus those funds for which the primary government has a fiduciary responsibility); those organizations for which the primary government is financially accountable; and other organizations for which the nature and significance of their relationship with the primary government are such that their exclusion would cause the financial reporting entity's financial statements to be misleading or incomplete.

Component units are legally separate organizations for which the elected officials of the primary government are financially accountable. The County is financially accountable if its County Commission appoints a voting majority of another organization's governing body and it has the ability to impose its will on that organization, or there is a potential for that organization to provide specific financial benefits to, or impose specific financial burdens on, the County (primary government). The County may also be financially accountable for another organization if that organization is fiscally dependent on the county.

Minnehaha County (County) created a Housing and Redevelopment Commission (Commission) under the authority of South Dakota Codified Law 11-7-1 on February 9, 2010. The Commission is a proprietary fund-type, discretely-presented component unit. The five members of the Commission are appointed by the County Commission's Chairperson with the approval of the Board of County Commissioners for five-year, staggered terms. The County employs the management and personnel and retains the statutory authority to approve or deny or otherwise modify the Commission's budget which gives the County the ability to impose its will on the Commission.

On February 19, 2010, the Commission entered into a partnership agreement and is the General Partner of Safe Home Limited Partnership (Partnership) whose purpose is to provide for construction of permanent housing for the homeless pursuant to a tax credit program and to borrow funds for such purposes and to mortgage or otherwise encumber any or all of the Partnership's assets to secure such borrowing. The Partnership is a proprietary fund-type, discretely-presented component unit of the Commission. The five members of the Partnership Board consist of the same appointed members of the Commission which gives the County the ability to impose its will on the Partnership.

As of December 31, 2012, the financial activity of the Commission is not material to the County and has not been disclosed in Minnehaha County's financial statements.

Separately issued financial statements of the Housing and Redevelopment Commission may be obtained from: Minnehaha County Housing and Redevelopment Commission, 415 North Dakota Avenue, Sioux Falls, SD 57104.

The County participates in a cooperative unit with the City of Sioux Falls. See detailed note entitled "Joint Ventures" for specific disclosures. Joint ventures do not meet the criteria for inclusion in the financial reporting entity as a component unit, but are discussed in these notes because of the nature of their relationship with the County.

b. Basis of Presentation:

Government-wide Financial Statements:

The Statement of Net Position and Statement of Activities display information about the reporting entity as a whole. They include all funds of the reporting entity except for fiduciary funds. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by recipients of goods and services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements:

Fund financial statements of the reporting entity are organized into funds, each of which is considered to be a separate accounting entity. Each fund is accounted for by providing a separate set of self-balancing accounts that constitute its assets, liabilities, fund equity, revenues, and expenditures/expenses. Funds are organized into three major categories: governmental, proprietary, and fiduciary. An emphasis is placed on major funds within the governmental and proprietary categories. A fund is considered major if it is the primary operating fund of the County or it meets the following criteria:

1. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental or enterprise fund are at least 10 percent of the corresponding total for all funds of that category or type, and
2. Total assets, liabilities, revenues, or expenditures/expenses of the individual governmental or enterprise fund are at least 5 percent of the corresponding total for all governmental and enterprise funds combined, or
3. Management has elected to classify one or more governmental or enterprise funds as major for consistency in reporting from year to year, or because of public interest in the fund's operations.

The funds of the County financial reporting entity are described below:

Governmental Funds:

General Fund – The General Fund is the general operating fund of the County. It is used to account for all financial resources except those required to be accounted for in another fund. The General Fund is always considered to be a major fund.

Special Revenue Funds – Special revenue funds are used to account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments or for major capital projects) that are legally restricted to expenditures for specified purposes.

Road and Bridge Fund – to account for funds credited to the road and bridge fund pursuant to SDCL 32-11-4.2 to be used by the board of county commissioners for grading, constructing, planing, dragging, and maintaining county highways and also for dragging, maintaining and grading secondary roads. Proper equipment for dragging, grading, and maintaining highways, such as graders, tractors, drags, maintainers, and

planers may be purchased from the road and bridge fund. (SDCL 32-11-2 and 32-11-4.2) This is a major fund.

The remaining Special Revenue funds are not considered major funds: 911 Service, Fire Protection, Emergency and Disaster, Domestic Abuse, Public Library, Courthouse Building, Pass-Through Grants, Law Enforcement Equipment Grant, Museum Store, Museum Enterprise, Emergency Food and Shelter Program (EFSP), and 24/7 Sobriety. These funds are reported on the fund financial statements as "Other Governmental Funds".

Debt Service Funds – Debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

Bond Redemption Fund – to account for property taxes which may be used only for the payment of the debt principal, interest, and related costs. This is not a major fund.

Capital Projects Funds – Capital projects funds are used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds or trust funds for individuals, private organizations, or other governments).

Capital Projects Fund – to account for financial resources to be used for the construction of the new kitchen for the Minnehaha County Jail. This is not a major fund.

Proprietary Funds:

Internal Service Funds – Internal service funds may be used to report any activity that provides goods or services to other funds, departments, or agencies of the primary government and its component units, or to other governments, on a cost-reimbursement basis. Internal service funds should be used only if the reporting government is the predominant participant in the activity. The Self-Insurance Fund is the only internal service fund maintained by the County.

Fiduciary Funds:

Fiduciary funds consist of the following sub-category and are never considered to be major funds:

Agency Funds – Agency funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. Agency funds are used to account for the accumulation and distribution of property tax revenues and various pass through funds.

c. Measurement Focus and Basis of Accounting:

Measurement focus is a term used to describe "how" transactions are recorded within the various financial statements. Basis of accounting refers to "when" revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus.

Measurement Focus:

Government-wide Financial Statements:

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus, applied on the accrual basis of accounting.

Fund Financial Statements:

In the fund financial statements, the "current financial resources" measurement focus and the modified accrual basis of accounting are applied to governmental fund types, while the "economic resources" measurement focus and the accrual basis of accounting are applied to the proprietary and fiduciary fund types.

Basis of Accounting:

Government-wide Financial Statements:

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the accrual basis of accounting. Under the accrual basis of accounting, revenues and related assets are recorded when earned (usually when the right to receive cash vests); and, expenses and related liabilities are recorded when an obligation is incurred (usually when the obligation to pay cash in the future vests).

Fund Financial Statements:

All governmental fund types are accounted for using the modified accrual basis of accounting. Their revenues, including property taxes, are recognized when they become measurable and available. "Available" means resources are collected or to be collected soon enough after the end of the fiscal year that they can be used to pay the bills of the current period. The accrual period for the County is 30 days. The revenues which are accrued at December 31, 2012 are amounts due from federal, state, and local governments and other entities.

Under the modified accrual basis of accounting, receivables may be measurable but not available. Reported deferred revenues are those where asset recognition criteria have been met but for which revenue recognition criteria have not been met.

Expenditures are generally recognized when the related fund liability is incurred. Exceptions to this general rule include principal and interest on general long-term debt which are recognized when due.

All proprietary and fiduciary fund types are accounted for using the accrual basis of accounting. Their revenues are recognized when they are earned, and their expenses are recognized when they are incurred.

d. Interfund Eliminations and Reclassifications:

Government-wide Financial Statements:

In the process of aggregating data for the government-wide financial statements, some amounts reported as interfund activity and balances in the fund financial statements have been eliminated or reclassified, as follows:

In order to minimize the doubling-up effect of internal service fund activity, certain "centralized expenses" including an administrative overhead component, are charged as direct expenses to funds or programs in order to show all expenses that are associated with a service, program, department, or fund. When expenses are charged, in this manner, expense reductions occur in the Internal Service Fund, so that expenses are reported only by the function to which they relate.

e. Deposits and Investments:

For the purpose of financial reporting, "cash and cash equivalents" includes all demand and savings accounts and certificates of deposit or short-term investments with a term to maturity at date of acquisition of three months or less. Investments in open-end mutual fund shares, or similar investments in external investment pools, are also considered to be cash equivalents.

f. Capital Assets:

Capital assets include land, buildings, machinery and equipment, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period. *Infrastructure assets* are long-lived capital assets that normally are stationary in nature and normally can be preserved for significantly greater number of years than most capital assets.

The accounting treatment over capital assets depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Government-wide Financial Statements:

Capital assets are recorded at historical cost, or estimated cost, where actual cost could not be determined. Donated capital assets are valued at their estimated fair value on the date donated. Reported cost values include ancillary charges necessary to place the asset into its intended location and condition for use. Subsequent to initial capitalization, improvements or betterments that are significant and which extend the useful life of a capital asset are also capitalized.

The total December 31, 2012 balance of governmental activities capital assets, excluding infrastructure, includes approximately .62 percent for which the costs were determined by estimates of the original costs. These estimated original costs were established by reviewing applicable historical costs of similar items and basing the estimations thereon.

Infrastructure assets used in general government operations, consisting of certain improvements other than buildings, including roads, bridges, sidewalks, drainage systems, and lighting systems, acquired prior to January 1, 1980, were not required to be capitalized by the County. Infrastructure assets acquired since January 1, 1980 are recorded at cost, and classified as "Improvements Other than Buildings."

For governmental activities Capital Assets, construction-period interest is not capitalized, in accordance with USGAAP.

Depreciation of all exhaustible capital assets is recorded as an allocated expense in the government-wide Statement of Activities, except for that portion related to common use assets for which allocation would be unduly complex, and which is reported as Unallocated Depreciation, with net capital assets reflected in the Statement of Net Position. Accumulated depreciation is reported on the government-wide Statement of Net Position.

Capitalization thresholds (the dollar values above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide financial statements and proprietary funds are as follows:

	Capitalization Threshold	Depreciation Method	Estimated Useful Life
Land and Land Rights	$ 1.00	-----N/A-----	-----N/A-----
Improvements Other Than Buildings	$ 50,000.00	Straight-line	10-25 years
Buildings	$ 50,000.00	Straight-line	40-99 years
Machinery and Equipment	$ 5,000.00	Straight-line	3-25 years
Infrastructure	$ 50,000.00	Straight-line	25-50 years

Land is an inexhaustible capital asset and is not depreciated.

Fund Financial Statements:

In the fund financial statements, capital assets used in governmental fund operations are accounted for as Capital Outlay expenditures of the appropriate governmental fund upon acquisition.

g. Long-Term Liabilities:

The accounting treatment of long-term liabilities depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

All long-term liabilities to be repaid from governmental and business-type resources are reported as liabilities in the government-wide financial statements. The long-term liabilities primarily consist of limited tax, general obligation bonds, other postemployment benefits, and compensated absences.

In the fund financial statements, debt proceeds are reported as revenues (other financing sources), while payments of principal and interest are reported as expenditures when they become due.

h. Program Revenues:

Program revenues derive directly from the program itself or from parties other than the County's taxpayers or citizenry, as a whole. Program revenues are classified into three categories, as follows:

1. Charges for services – These arise from charges to customers, applicants, or others who purchase, use, or directly benefit from the goods, services, or privileges provided, or are otherwise directly affected by the services.
2. Program-specific operating grants and contributions – These arise from mandatory and voluntary non-exchange transactions with other governments, organizations, or individuals that are restricted for use in a particular program.
3. Program-specific capital grants and contributions – These arise from mandatory and voluntary non-exchange transactions with other governments, organizations, or individuals that are restricted for the acquisition of capital assets for use in a particular program.

i. Proprietary Funds Revenue and Expense Classifications:

In the proprietary fund's Statement of Revenues, Expenses and Changes in Net Position, revenues and expenses are classified in a manner consistent with how they are classified in

the Statement of Cash Flows. That is, transactions for which related cash flows are reported as capital and related financing activities, noncapital financing activities, or investing activities are not reported as components of operating revenues or expenses.

j. Cash and Cash Equivalents:

The County pools the cash resources of its funds for cash management purposes. The proprietary fund essentially has access to the entire amount of its cash resources on demand. Accordingly, each proprietary fund's equity in the cash management pool is considered to be cash and cash equivalents for the purpose of the Statement of Cash Flows.

k. Equity Classifications:

Government-wide Financial Statements:

Equity is classified as Net Position and is displayed in three components:

1. Net Investment in Capital Assets – Consists of capital assets, including restricted capital assets, net of accumulated depreciation (if applicable) and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

2. Restricted Net Position – Consists of net position with constraints placed on their use either by (a) external groups such as creditors, grantors, contributors, or laws and regulations of other governments; or (b) law through constitutional provisions or enabling legislation.

3. Unrestricted Net Position – All other net position that do not meet the definition of "restricted" or "net investment in capital assets".

Fund Financial Statements:

Governmental fund equity is classified as fund balance, and may distinguish between "Nonspendable", "Restricted", "Committed", "Assigned", and "Unassigned" components. Proprietary fund equity is classified the same as in the government-wide financial statements. Agency Funds have no fund equity.

l. Application of Net Position:

It is the County's policy to first use restricted net position, prior to the use of unrestricted net position, when an expense is incurred for purposes for which both restricted and unrestricted net positions are available.

m. Fund Balance Classification Policies and Procedures:

In accordance with Government Accounting Standards Board (GASB) No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, the County classifies governmental fund balances as follows:

- Nonspendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints.
- Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.

- Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision making authority and does not lapse at year-end.
- Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the County Commissioners.
- Unassigned – includes positive fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds.

The Nonspendable Fund Balance is comprised of the following:

- Amount reported in nonspendable form such as inventory.
- Amount not in cash form such as long-term portion of notes receivable.

The County uses *restricted/committed* amounts first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as a grant agreement requiring dollar for dollar spending. Additionally, the Government would first use *committed, then assigned, and lastly unassigned amounts* of unrestricted fund balance when expenditures are made.

The County does not have a formal minimum fund balance policy.

The purpose of each major special revenue fund and revenue source is listed below:

Major Special Revenue Fund	Revenue Source
Road and Bridge Fund	Motor Vehicle Licenses, Grants, Taxes, and Intergovernmental Revenue

A schedule of fund balances is provided as follows:

MINNEHAHA COUNTY
DISCLOSURE OF FUND BALANCES REPORTED ON BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2012

	General Fund	Road and Bridge Fund	Other Governmental Funds	Total Governmental Funds
Fund Balances:				
Nonspendable:				
Inventory of Supplies	$	$ 663,726.86	$	$ 663,726.86
Notes Receivable	383,444.88		45,000.00	428,444.88
Restricted For:				
Road and Bridge Purposes		6,461,911.50		6,461,911.50
Courthouse Building Purposes			789,463.65	789,463.65
Bond Redemption Purposes			194,584.50	194,584.50
Capital Project Purposes			587,491.06	587,491.06
Fire Protection Purposes			58,721.04	58,721.04
Public Library Purposes			346,979.11	346,979.11
Domestic Abuse Purposes			16,471.00	16,471.00
24/7 Sobriety Purposes			281,222.11	281,222.11
Modernization and Preservation Purposes			49,086.87	49,086.87
Assigned To:				
Applied to Next Year's Budget	2,128,473.00			2,128,473.00
Applied to Next Year's Budget-Museum Store			3,628.00	3,628.00
Applied to Next Year's Budget-Museum Enterprise			44,373.00	44,373.00
Museum Store Purposes			44,264.01	44,264.01
Museum Enterprise Purposes			155,438.42	155,438.42
Emergency and Disaster Purposes			106,136.34	106,136.34
Safe Home Donation Purposes	3,100.53			3,100.53
Safe Home Operation Purposes	300,000.00			300,000.00
Unassigned (See Note 2)	5,611,946.36		(29,044.25)	5,582,902.11
Total Fund Balances	$ 8,426,964.77	$ 7,125,638.36	$ 2,693,814.86	$ 18,246,417.99

2. DEFICIT FUND BALANCES / NET POSITION OF INDIVIDUAL NONMAJOR FUNDS

As of December 31, 2012, the following individual nonmajor funds had deficit fund balance/net position in the amounts shown:

Law Enforcement Equipment Grant Fund	$ (27,360.06)
Pass-Through Grant Fund	$ (1,684.19)

The deficit fund balance/deficit net position was eliminated with federal grant reimbursements.

3. DEPOSITS AND INVESTMENTS CREDIT RISK, CONCENTRATIONS OF CREDIT RISK AND INTEREST RATE RISK

The County follows the practice of aggregating the cash assets of various funds to maximize cash management efficiency and returns. Various restrictions on deposits and investments are imposed by statutes. These restrictions are summarized below:

Deposits – The County's cash deposits are made in qualified public depositories as defined by SDCL 4-6A-1, 7-20-1, 7-20-1.1 and 7-20-1.2, and may be in the form of demand or time deposits. Qualified depositories are required by SDCL 4-6A-3 to maintain at all times, segregated from their other assets, eligible collateral having a value equal to at least 100 percent of the public deposit accounts which exceed deposit insurance such as the FDIC and NCUA. In lieu of pledging eligible securities, a qualified public depository may furnish irrevocable standby letters of credit issued by federal home loan banks accompanied by written evidence of that bank's public debt rating which may not be less than "AA" or a qualified public depository may furnish a corporate surety bond of a corporation authorized to do business in South Dakota.

Investments – In general, SDCL 4-5-6 permits County funds to be invested only in (a) securities of the United States and securities guaranteed by the United States Government either directly or indirectly; or (b) repurchase agreements fully collateralized by securities described in (a) above; or in shares of an open-end, no-load fund administered by an investment company whose investments are in securities described in (a) above and repurchase agreements described in (b) above. Also, SDCL 4-5-9 requires investments to be in the physical custody of the political subdivision or may be deposited in a safekeeping account with any bank or trust company designated by the political subdivision as its fiscal agent.

Credit Risk – State law limits eligible investments for the County, as discussed above. The County has an investment policy that would further limit its investment choices to those specified in state statute.

Custodial Credit Risk – Deposits – The risk that, in the event of a depository failure, the County's deposits may not be returned to it. The County does not have a deposit policy for custodial credit risk. As of December 31, 2012 the County's deposits in financial institutions were not exposed to custodial credit risk.

Concentration of Credit Risk – The County places no limit on the amount that may be invested in any one issuer.

Interest Rate Risk – The County does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Assignment of Investment Income – State law allows income from deposits and investments to be credited to either the General Fund or the fund making the investment. The County's policy is to credit all income from investments to the fund making the investment, with the exception of the Road and Bridge Fund and the agency funds, which are credited to the General Fund. USGAAP,

on the other hand, requires income from deposits and investments to be reported in the fund whose assets generated that income. Where the governing board has discretion to credit investment income to a fund other than the fund that provided the resources for investment, a transfer to the designated fund is reported. Accordingly, in the fund financial statements, interfund transfers of investment earnings from the Road and Bridge Fund to the General Fund are reported, while in the government-wide financial statements, they have been eliminated.

4. CASH WITH TRUSTEE

Assets restricted to use for a specific purpose through segregation of balances in separate accounts are as follows:

Amount:	Purpose:
$ 587,491.06	For Capital Asset construction (includes balances with trustees)

5. RECEIVABLES AND PAYABLES

Receivables and payables are not aggregated in these financial statements. The County expects receivables to be collected within one year, except for long-term portion of notes receivable. A note receivable of $88,000 from the Sioux Empire Fair Association for the construction of an ice rink exists at December 31, 2012. The County expects $43,000 to be collected within one year with the remaining balance of $45,000 to be collected in 2014. The note receivable is to the Courthouse Building Fund. In 2012 the County loaned the Housing Redevelopment Commission/Safe Home Limited Partnership, a component unit of the County, $458,956.00 to defray costs associated with providing permanent housing for the homeless. A note receivable of $402,928.27 exists at December 31, 2012. The County expects $19,483.39 to be collected within one year with the remaining balance of $383,444.88 to be collected in monthly installments through September 1, 2028. The note receivable is to the General Fund. The long-term portion of notes receivable is offset with Nonspendable Fund Balance as it is not available to fund current obligations.

6. INVENTORY

Inventory in the special revenue fund consists of expendable supplies held for consumption. Supply inventories are recorded at cost.

Government-wide Financial Statements:

In the government-wide financial statements, inventory is recorded as an asset at the time of purchase, and charged to expense as it is consumed.

Fund Financial Statements:

In the fund financial statements, purchases of supply inventory items are recorded as an expenditure at the time individual inventory items are purchased. Reported inventories are equally offset by nonspendable fund balance which indicates that they do not constitute "available spendable resources" even though they are a component of net current assets.

7. PROPERTY TAXES

Property taxes are levied on or before October 1, of the year preceding the start of the fiscal year. They attach as an enforceable lien on property, and become due and payable as of the following

January 1, the first day of the fiscal year. Taxes are payable in two installments on or before April 30 and October 31 of the fiscal year.

The County is permitted by several state statutes to levy varying amounts of taxes per $1,000 of taxable valuation on taxable real property in the County.

8. CHANGES IN GENERAL CAPITAL ASSETS

A summary of changes in capital assets for the year ended December 31, 2012 is as follows:

	Balance 1/1/2012	Increases	Decreases	Balance 12/31/2012
Governmental Activities:				
Capital Assets not being Depreciated:				
Land	$ 5,371,792.84	$	$	$ 5,371,792.84
Construction Work in Progress	1,856,894.97	640,466.68	(2,497,361.85)	
Total Capital Assets not being Depreciated	7,228,687.81	640,466.68	(2,497,361.85)	5,371,792.84
Capital Assets being Depreciated:				
Infrastructure (Improvements Other Than Buildings)	62,507,584.36	2,917,232.54	(1,470,857.77)	63,953,939.13
Buildings	72,888,858.92	2,497,361.85		75,386,220.77
Machinery and Equipment	13,458,485.73	1,165,492.27	(732,624.41)	13,891,353.59
Total Capital Assets being Depreciated	148,854,909.01	6,580,086.66	(2,203,482.18)	153,231,513.49
TOTAL CAPITAL ASSETS	$ 156,083,596.82	$ 7,220,553.54	$ (4,700,844.03)	$ 158,603,306.33
Less Accumulated Depreciation for:				
Infrastructure (Improvements Other Than Buildings)	$ (29,155,715.96)	$ (2,090,522.20)	$ 1,470,857.77	$ (29,775,380.39)
Buildings	(28,448,173.32)	(1,624,429.69)		(30,072,603.01)
Machinery and Equipment	(8,181,578.76)	(1,054,376.58)	701,086.22	(8,534,869.12)
Total Accumulated Depreciation	(65,785,468.04)	(4,769,328.47)	2,171,943.99	(68,382,852.52)
Total Capital Assets being Depreciated, Net	83,069,440.97	1,810,758.19	(31,538.19)	84,848,660.97
Governmental Activity Capital Assets, Net	$ 90,298,128.78	$ 2,451,226.07	$ (2,528,900.04)	$ 90,220,453.81

Depreciation expense was charged to functions as follows:

Governmental Activities:	
General Government	$ 842,006.26
Public Safety	1,012,042.66
Public Works	2,457,646.14
Health and Welfare	211,760.86
Culture and Recreation	116,000.90
Conservation of Natural Resources	537.63
Urban and Economic Development	4,245.40
Unallocated	126,066.73
Total Depreciation Expense-Governmental Activities	$ 4,769,328.47

9. LONG-TERM LIABILITIES

A summary of changes in long-term liabilities follows:

	Beginning Balance 1/1/2012	Additions	Reductions	Ending Balance 12/31/2012	Due Within One Year
Primary Government:					
Governmental Activities:					
Bonds and Certificates Payable:					
Certificates of Participation	$ 37,827,083.36	$	$ (3,251,643.69)	$ 34,575,439.67	$ 2,641,918.17
Less: Net Deferred and Unamortized Amounts from Refunding *	(1,163,299.23)		126,217.56	(1,037,081.67)	
Financing (Capital Acquisition) Lease	33,231.00		(16,750.00)	16,481.00	16,480.00
Other Liabilities:					
Compensated Absences	2,681,036.88	2,558,471.80	(2,279,892.37)	2,959,616.31	2,276,536.78
Other Postemployment Benefits (Retiree Health Insurance)	370,316.78	76,241.87		446,558.65	
Total Governmental Activities	$ 39,748,368.79	$ 2,634,713.67	$ (5,422,068.50)	$ 36,961,013.96	$ 5,134,934.95

*This amount represents the Series 2004, 2005, 2006, 2007AB&C, 2008A, 2010, and 2011A, net deferred and unamortized amounts which are to be recognized over the life of the refunding certificates.

Debt payable at December 31, 2012 is comprised of the following:

Certificates of Participation:

Limited Tax General Obligation – Series 2004 – Interest Rates from 3.5 percent to 5 percent – Maturing 11/2020 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 11,780,000.00
Limited Tax General Obligation – Series 2005A – Interest Rates from 4 percent to 4.25 percent – Maturing 11/2020 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 1,700,000.00
Limited Tax General Obligation – Series 2005B – Interest Rates from 4 percent to 4.25 percent – Maturing 11/2016 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 630,000.00
Limited Tax General Obligation – Series 2005C, Interest Rate of 4.29 percent – Maturing 11/2025 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 2,155,439.67
Limited Tax General Obligation – Series 2006 – Interest Rates from 3.65 percent to 4 percent – Maturing 12/2020 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 1,750,000.00
Limited Tax General Obligation – Series 2007A – Interest Rates from 4.25 percent to 4.75 percent – Maturing 12/2027 – Retired by the Bond Redemption Fund (Debt Service Fund)	$ 10,205,000.00
Limited Tax General Obligation – Series 2007B – Interest Rates from 3.5 percent to 3.7 percent – Maturing 12/2014 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 655,000.00
Limited Tax General Obligation – Series 2007C – Interest Rates from 3.7 percent to 4 percent – Maturing 12/2014 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 730,000.00
Taxable Limited Tax General Obligation – Series 2010A (Recovery Zone Economic Development Bonds) – Interest Rates from 1.5 percent to 5.75 percent – Maturing 12/2030 – Retired by the Bond Redemption Fund (Debt Service Fund)	$ 2,785,000.00
Limited Tax General Obligation – Series 2010B – Interest Rates from .75 percent to 1.15 percent – Maturing 12/2013 – Retired by the Bond Redemption Fund (Debt Service Fund)	$ 110,000.00
Limited Tax General Obligation – Series 2011A – Interest Rates from .65 percent to 2.3 percent – Maturing 12/2020 – Retired by the Courthouse Building Fund (Special Revenue Fund)	$ 2,075,000.00

Financing (Capital Acquisition) Lease:

Capital Lease – Computer Hardware – Interest Rate of 0 percent – Maturing 6/2014 – Retired by the General Fund	$ 16,481.00

The purchase price at the commencement of the financing (capital acquisition) lease was:

Principal	$ 44,231.00
Interest	0.00
TOTAL	$ 44,231.00

The principal amount above was included in the appropriate classification of capital assets, and is being depreciated over the useful-life of the asset.

Compensated Absences:

Vacation Leave	$ 1,933,697.57
Sick Leave	$ 1,025,918.74

Payments to be made by the fund to which the payroll expenditures are charged.

Tax Increment Financing Notes issued November 2010 between Minnehaha County and South Dakota Network (SDN) in the maximum estimated principal amount of $588,000.00 at 6% interest with final payment of December 1, 2031. Payments are made from tax increments collected and distributed from the Tax Incremental District #2 Fund established by the County. It is estimated that the increments will be for 2012 taxes paid in 2013. As of December 31, 2012 the principal amount had not yet been certified therefore the liability is not reported on financial statements.

The annual requirements to amortize all debt outstanding as of December 31, 2012, except for compensated absences and other postemployment benefits, are as follows:

Annual Requirements to Amortize Long-Term Debt
December 31, 2012

Year Ending December 31,	Certificates of Participation Payable		Financing Capital Acquisition Lease		TOTAL	
	Principal	Interest	Principal	Interest	Principal	Interest
2013	$ 2,841,918.17	$ 1,488,424.11	$ 16,480.00	$ 0.00	$ 2,858,398.17	$ 1,488,424.11
2014	2,932,421.35	1,390,813.43	1.00	0.00	2,932,422.35	1,390,813.43
2015	3,078,163.16	1,275,221.62			3,078,163.16	1,275,221.62
2016	3,209,153.93	1,148,955.85			3,209,153.93	1,148,955.85
2017	3,340,404.45	1,008,870.33			3,340,404.45	1,008,870.33
2018-2022	12,985,688.21	2,866,966.95			12,985,688.21	2,866,966.96
2023-2027	5,612,690.40	955,303.94			5,612,690.40	955,303.94
2028-2031	575,000.00	66,987.50			575,000.00	66,987.50
TOTAL	$ 34,575,439.67	$ 10,201,543.73	$ 16,481.00	$ 0.00	$ 34,591,920.67	$ 10,201,543.73

10. CONDUIT DEBT

In the past, the County has issued revenue bonds to provide financial assistance to certain private-sector entities for the acquisition and/or construction of facilities deemed to be in the public interest. These bonds are secured by the property being financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities is retained by the private-sector entity served by the bond issuance. Neither the County, the State of South Dakota, nor any other political subdivision of the State is obligated in any manner for the repayment of these conduit debt issues. Accordingly, these bonds are not reported as liabilities in the accompanying financial statements. As of December 31, 2012, there were six series of conduit bonds outstanding, with an aggregate unpaid principal amount of $28,832,176.36.

11. OPERATING LEASES

Minnehaha County entered into a lease agreement on April 1, 1995, with thirteen other counties to provide them access to Minnehaha County's juvenile detention facilities. This contract is to remain in effect for twenty years (until March 31, 2016). The payments will be the same throughout the term of the lease agreement and are due each June 1st and December 1st.

The counties and their annual rental payments will be as follows:

Bon Homme	$ 4,332.12
Brookings	22,726.18
Charles Mix	6,370.16
Clay	9,680.67
Hanson	2,294.08
Hutchinson	5,604.60
Lake	7,642.64
Lincoln	14,012.80
McCook	3,822.61
Miner	2,038.04
Moody	5,604.60
Turner	4,841.63
Yankton	14,775.77
	$ 103,745.90

There will be an additional daily charge to the participating counties for expenses related to housing juveniles in the detention facilities.

12. RESTRICTED NET POSITION

Restricted Net Position for the year ended December 31, 2012 was as follows:

Major Purposes:		
Road and Bridge Purposes	$ 6,876,662.42	
Other Purposes:		
Courthouse Building Purposes	881,919.50	
Bond Redemption Purposes	214,984.19	
Capital Project Purposes	587,491.06	
Fire Protection Purposes	67,436.89	
Public Library Purposes	365,329.93	
Domestic Abuse Purposes	16,471.00	
24/7 Program Purposes	281,222.11	
Modernization and Preservation Purposes	49,086.87	
Total Other Purposes	2,463,941.55	
Total Restricted Net Position		$ 9,340,603.97

These balances are restricted due to federal grants, bond covenants, and statutory requirements.

13. INTERFUND TRANSFERS

Interfund transfers for the year ended December 31, 2012 were as follows:

Transfers From:	Transfers To: General Fund	Other Governmental Funds	Total
Major Funds:			
General Fund	$	$ 149,328.00	$ 149,328.00
Road and Bridge Fund	63,277.53		63,277.53
Other Governmental Funds	54,356.00		54,356.00
Total	$ 117,633.53	$ 149,328.00	$ 266,961.53

The County typically budgets transfers to the Emergency Management Fund and from the 24/7 Program Fund (Nonmajor Governmental Funds) to conduct the indispensable functions of the County.

The County's policy is to transfer interest earnings from the Road and Bridge Fund to the General Fund.

14. RETIREMENT PLAN

All employees, except for part-time employees, participate in the South Dakota Retirement System (SDRS), a cost-sharing, multiple employer public employee retirement system established to provide retirement benefits for employees of the State of South Dakota and its political subdivisions. The SDRS provides retirement, disability and survivor benefits. The right to receive retirement benefits vests after three years of credited service. Authority for establishing, administering and amending plan provisions are found in South Dakota Codified Law 3-12. The SDRS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the SDRS, P.O. Box 1098, Pierre, SD 57501-1098 or by calling (605) 773-3731.

General employees are required by state statute to contribute 6 percent of their salary to the plan, while public safety and judicial employees contribute at 8 percent and 9 percent, respectively. State statute also requires the employer to contribute an amount equal to the employee's contribution. State statute also requires the employer to make an additional contribution in the amount of 6.2 percent for any compensation exceeding the maximum taxable amount for social security for general employees only. The County's share of contributions to the SDRS for the fiscal years ended December 31, 2012, 2011, and 2010 were $1,584,105.03, $1,612,509.08, and $1,632,256.36, respectively, equal to the required contributions each year.

15. OTHER POSTEMPLOYMENT BENEFITS - HEALTHCARE PLAN

Plan Description. The Minnehaha County Health Care Trust Plan is a single-employer defined benefit healthcare plan administered by Minnehaha County. The Minnehaha County Health Care Trust Plan provides medical insurance benefits to eligible retirees and their spouses as permitted by South Dakota Codified Law 6-1-16. Benefit provisions were established and may be amended by the governing board. The health plan does not issue separately stated stand-alone financial statements.

Funding Policy. The contribution requirements of plan members and the County are established and may be amended by the governing board. A benefited employee, who retires from the County on or after the age of 45 and with at least 15 years of consecutive service with the County and has 5 years of plan participation immediately preceding retirement, may be eligible for retiree health insurance coverage. Coverage ceases when the retiree attains the age of 65. The retiree is responsible for 102% of the full active premium rates for either single or family coverage.

Biennial Actuarial Calculation. The County's last actuarial valuation study was completed as of December 31, 2008. GASB Statement 45 requires an actuarial valuation at least biennially for OPEB plans with a total membership of 200 or more. The County has determined the Net OPEB liability to be not material to the County and has chosen not to have an actuarial valuation since 2008. The County has chosen to calculate the yearly net OPEB obligation based strictly on the 2008 actuarial valuation study. The County is considering performing an actuarial valuation study in the near future.

Annual OPEB Cost and Net OPEB Obligation. The entity's annual other postemployment benefit (OPEB) cost is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance with the parameters of GASB Statement 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liabilities over a period not to exceed thirty years. The following table shows the financial components of the plan:

Annual Required Contribution (ARC)	$ 87,175.00
Interest on net OPEB obligation	0.00
Adjustment to annual required contribution	(0.00)
Annual OPEB Cost	87,175.00
Contributions made	(10,933.13)
Increase (Decrease) in net OPEB obligation	76,241.87
Net OPEB obligation – beginning of year	370,316.78
Net OPEB obligation – end of year	$ 446,558.65

The entity's annual OPEB cost data and net OPEB obligation was as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation
12/31/08	$ 87,175.00	(13.78%)	$ 99,188.48
12/31/09	$ 87,175.00	11.71%	$ 176,154.96
12/31/10	$ 87,175.00	(3.87%)	$ 266,896.91
12/31/11	$ 87,175.00	(18.87%)	$ 370,316.78
12/31/12	$ 87,175.00	12.54%	$ 446,558.65
Prior year not available			

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress on page 50 presents information about how the actuarial value of plan assets compares with the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of

sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In December 31, 2008, the most recent actuarial valuation date, the projected unit credit method was used. The actuarial assumptions included a 5% rate of return and an annual healthcare cost trend rate of 8% for 2009 reduced by .5% decrements to an ultimate rate of 5% percent for year 2014 and thereafter. Both rates include a 3% inflation assumption. The UAAL is being amortized as a level dollar amount on an open basis over a period of 30 years.

16. JOINT VENTURES

Metro Communications Agency was jointly formed by Minnehaha County and the City of Sioux Falls in 1980. In 2007, the County and the City entered into a subsequent joint cooperative agreement changing the composition and structure of Metro Communications to an administrative agency with its own standing, separate and apart from the governmental organizations of either the County or the City, effective on January 1, 2008.

The agency is governed by a five member Council which includes two County Commissioners, the Mayor, and two members of the City Council appointed by the Mayor. The agency is responsible for county-wide public safety dispatch, maintenance of centralized dispatch records, and the maintenance and purchasing of related communications equipment. Complete financial statements are available at the administrative offices located at 500 North Dakota Avenue in Sioux Falls, South Dakota.

17. SIGNIFICANT CONTINGENCIES – LITIGATION

At December 31, 2012, the County was involved in several lawsuits. No determination can be made at this time regarding the potential outcome of these lawsuits. However, as discussed in the Risk Management note, the County has liability coverage for itself and its employees with South Dakota Public Assurance Alliance. Therefore, no material effects are anticipated to the County as a result of the potential outcome of these lawsuits.

18. RISK MANAGEMENT

Employee Health Insurance:

The County is self-insured for employee health insurance.

Minnehaha County purchases catastrophic coverage for employee's health insurance to minimize their exposure to risks of loss to the self-insurance program. The County purchases two types of insurance. The first is aggregate excess liability insurance. This insurance will pay 100% of all claims in excess of a pre-determined dollar amount for a claim year. The insurance company applying a formula based upon previous years' annual claims and self-insurance group size determines the dollar amount of aggregate claims. In 2012 the minimum aggregate amount was $1,377,422.00. The insurance company would pay 100% of all program eligible claim expenses in excess of that amount for 2012. The other form of insurance carried by the County on the self-insurance program covers individual cases. In 2012 the insurance company set a $100,000 yearly deductible level on individual cases. Any individual's eligible claim expenses exceeding $100,000 that are to be paid by the self-insurance program will be paid 100% by the insurance company. The insurance company also sets a $1,000,000 maximum lifetime coverage amount on individuals. Based on the 2012 insurance agreement and a review of the 2011 and 2010 insurance

agreements, the County's self-insurance program has not had any significant reductions in insurance coverage from previous years to the current year.

Minimum Aggregate Amount:

In 2012 the self-insurance program's total yearly claim expenses did not exceed the minimum aggregate deductible of $1,377,422.00 established by the insurance company. Additionally, the County's self-insurance program's total yearly claims have not exceeded the minimum aggregate deductible amount set by the insurance company for the previous nine years (2003 through 2011).

Individual Claim Amount:

In 2012 the insurance company set a $100,000 yearly deductible level on individual cases. In 2012 the program had three individuals with claim expenses that exceeded the individual claim level amount. In 2011 the program had three individuals with claim expenses that exceeded the individual claim level amount, and in 2010 the program had three individuals with claim expenses that exceeded the individual claim level amount.

The County has unrestricted net position in the Self-Insurance Fund in the amount of $2,912,876.27 for the payment of future claims.

Liability Insurance:

The County joined the South Dakota Public Assurance Alliance (SDPAA), a public entity risk pool currently operating as a common risk management and insurance program for South Dakota local government entities. The objective of the SDPAA is to administer and provide risk management services and risk sharing facilities to the members and to defend and protect the members against liability, to advise members on loss control guidelines and procedures, and provide them with risk management services, loss control and risk reduction information and to obtain lower costs for that coverage. The County's responsibility is to promptly report to and cooperate with the SDPAA to resolve any incident which could result in a claim being made by or against the County. The County pays an annual premium, to provide liability coverage detailed below, under a claims-made policy and the premiums are accrued based on the ultimate cost of the experience to date of the SDPAA member, based on their exposure or type of coverage. The County pays an annual premium to the pool to provide coverage for:

a. General Liability
b. Automotive Liability
c. Officials Liability
d. Law Enforcement Liability

The agreement with the SDPAA provides that the above coverages will be provided to a $1,000,000 limit. Member premiums are used by the pool for payment of claims and to pay for reinsurance for claims in excess of $250,000 for property coverage and $500,000 for liability coverage to the upper limit. A portion of the member premiums are also allocated to a cumulative reserve fund. The County would be eligible to receive a refund for a percentage of the amount allocated to the cumulative reserve fund on the following basis:

End of County's First Full Year	50%
End of County's Second Full Year	60%
End of County's Third Full Year	70%
End of County's Fourth Full Year	80%
End of County's Fifth Full Year	90%
End of County's Sixth Full Year and Thereafter	100%

As of December 31, 2012, the County has vested balance in the cumulative reserve fund of $343,399.39.

The County carries a $5,000 deductible for the general and law enforcement liability coverages, $2,500 deductible for the official's liability coverage and no deductible for the automotive liability.

The County does not carry additional insurance to cover claims in excess of the upper limit. Settled claims resulting from these risks have not exceeded the liability coverage during the past three years.

Worker's Compensation:

The County joined the South Dakota Municipal League Worker's Compensation Fund (Fund), a public entity risk pool currently operating as a common risk management and insurance program for South Dakota local government entities. The objective of the Fund is to formulate, develop, and administer, on behalf of the member organizations, a program of worker's compensation coverage, to obtain lower costs for that coverage, and to develop a comprehensive loss control program. The County's responsibility is to initiate and maintain a safety program to give its employees safe and sanitary working conditions and to promptly report to and cooperate with the Fund to resolve any worker's compensation claims. The County pays an annual premium, to provide worker's compensation coverage for its employees, under a self-funded program and the premiums are accrued based on the ultimate cost of the experience to date of the Fund members. Coverage limits are set by state statute. The pool pays the first $650,000 of any claim per individual. The pool has reinsurance which covers up to statutory limits in addition to a separate combined employer liability limit of $2,000,000 per incident.

The County does not carry additional insurance to cover claims in excess of the upper limit. Settled claims resulting from these risks have not exceeded the liability coverage over the past three years.

Unemployment Benefits:

The County has elected to be self-insured and retain all risk for liabilities resulting from claims for unemployment benefits.

During the year ended December 31, 2012, two claims were filed for unemployment benefits. These claims resulted in the payment of benefits in the amount of $6,536.62. At December 31, 2012, no claims had been filed and were outstanding.

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS
GENERAL FUND
For the Year Ended December 31, 2012

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Revenues:				
Taxes:				
General Property Taxes--Current	$ 29,545,057.00	$ 29,545,057.00	$ 29,181,933.95	$ (363,123.05)
General Property Taxes--Delinquent	420,000.00	420,000.00	432,727.41	12,727.41
Penalties and Interest	70,000.00	70,000.00	83,725.87	13,725.87
Telephone Tax (Outside)	20,000.00	20,000.00	10,777.06	(9,222.94)
Mobile Home Tax	22,000.00	22,000.00	18,354.27	(3,645.73)
Other Taxes	15,500.00	15,500.00	23,587.33	8,087.33
Licenses and Permits	215,900.00	215,900.00	218,596.00	2,696.00
Intergovernmental Revenue:				
Federal Grants	166,824.00	166,824.00	698,290.24	531,466.24
Federal Shared Revenue	1,026,216.00	1,026,216.00	906,671.86	(119,544.14)
Federal Payments in Lieu of Taxes	3,000.00	3,000.00	2,677.38	(322.62)
State Grants	0.00	0.00	25,090.43	25,090.43
State Shared Revenue:				
Bank Franchise	350,000.00	350,000.00	712,190.05	362,190.05
Court Appointed Attorney/Public Defender	260,000.00	260,000.00	185,820.40	(74,179.60)
Abused and Neglected Child Defense	0.00	0.00	39,137.89	39,137.89
Telecommunications Gross Receipts Tax	975,000.00	975,000.00	1,087,601.09	112,601.09
Other Payments in Lieu of Taxes	1,000.00	1,000.00	1,577.44	577.44
Other Intergovernmental Revenue:				
Museum Operations (City Share)	473,755.00	473,755.00	473,755.00	0.00
Human Service Operations (City Share)	235,000.00	235,000.00	230,265.07	(4,734.93)
Other Intergovernmental Revenue	212,773.00	212,773.00	219,029.38	6,256.38
Tea-Ellis Shooting Range	0.00	0.00	33,300.00	33,300.00
Charges for Goods and Services:				
General Government:				
Treasurer's Fees	311,600.00	311,600.00	324,251.84	12,651.84
Register of Deeds' Fees	1,272,600.00	1,272,600.00	1,772,255.40	499,655.40
Legal Services	649,000.00	649,000.00	639,023.42	(9,976.58)
Clerk of Courts Fees	303,000.00	303,000.00	279,283.45	(23,716.55)
Other Fees	89,741.00	89,741.00	42,604.49	(47,136.51)
Public Safety:				
Law Enforcement	1,489,000.00	1,489,000.00	1,631,057.59	142,057.59
Prisoner Care	3,807,000.00	3,807,000.00	3,870,069.74	63,069.74
Other	0.00	0.00	300.00	300.00
Health and Welfare:				
Economic Assistance:				
Poor Lien Recoveries	232,800.00	232,800.00	226,760.97	(6,039.03)
Mental Health Services	4,500.00	4,500.00	10,455.40	5,955.40
Culture and Recreation	42,000.00	42,000.00	42,425.88	425.88
Urban and Economic Development	18,500.00	18,500.00	25,700.80	7,200.80
Fines and Forfeits:				
Fines	27,400.00	27,400.00	31,698.82	4,298.82
Costs	140,000.00	140,000.00	131,977.35	(8,022.65)

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS
GENERAL FUND
For the Year Ended December 31, 2012
(Continued)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Forfeits	120,000.00	120,000.00	215,176.28	95,176.28
Other	1,500.00	1,500.00	1,412.50	(87.50)
Miscellaneous Revenue:				
Investment Earnings	100,000.00	100,000.00	116,752.24	16,752.24
Rent	93,000.00	93,000.00	94,682.24	1,682.24
Contributions and Donations	3,000.00	3,000.00	1,625.00	(1,375.00)
Refund of Prior Year's Expenditures	40,000.00	40,000.00	19,108.54	(20,891.46)
Other	165,300.00	165,300.00	208,260.78	42,960.78
Total Revenues	42,921,966.00	42,921,966.00	44,249,890.65	1,327,924.65
Expenditures:				
General Government:				
Legislative:				
Board of County Commissioners	532,471.00	567,471.00	566,588.97	882.03
Contingency	22,500.00	22,500.00		
Amount Transferred		(13,000.00)		9,500.00
Elections	335,911.00	368,711.00	293,029.65	73,681.35
Judicial System	876,670.00	1,143,549.00	1,143,507.48	41.52
Financial Administration:				
Auditor	561,366.00	565,398.38	561,468.28	3,928.10
Treasurer	1,140,736.00	1,143,236.00	1,137,842.66	5,393.34
Information Services	1,475,442.00	1,478,542.00	1,374,109.74	104,432.26
Legal Services:				
State's Attorney	2,841,545.00	2,906,545.00	2,899,589.96	6,955.04
Public Defender	2,163,745.00	2,163,860.05	2,141,329.39	22,530.66
Public Advocate	491,102.00	535,602.00	531,378.22	4,223.78
Other Administration:				
General Government Building	2,235,607.00	2,269,355.74	2,149,277.37	120,078.37
Director of Equalization	1,271,701.00	1,271,771.76	1,167,620.58	104,151.18
Register of Deeds	671,989.00	676,989.00	668,237.50	8,751.50
Predatory Animal	5,855.00	5,855.00	5,854.17	0.83
Human Resources	258,318.00	262,336.48	217,803.55	44,532.93
Self-Insurance Plan	220,500.00	220,500.00	214,159.08	6,340.92
Other (S.E.C.O.G.)	22,513.00	22,513.00	22,513.00	0.00
Public Safety:				
Law Enforcement:				
Sheriff	5,510,110.00	5,636,418.58	5,393,131.07	243,287.51
Humane Society	46,350.00	46,350.00	40,105.88	6,244.12
County Jail	10,194,361.00	10,382,783.80	10,029,965.81	352,817.79
Coroner	305,000.00	308,000.00	306,883.48	1,116.52
Juvenile Detention	3,011,585.00	3,011,841.68	2,765,361.82	246,479.86
Air Guard	803,108.00	803,108.00	798,844.04	4,263.96
STI Security	159,510.00	159,510.00	134,169.58	25,340.42
Protective and Emergency Services:				
Communication Center	325,000.00	325,000.00	325,000.00	0.00

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS
GENERAL FUND
For the Year Ended December 31, 2012
(Continued)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Health and Welfare:				
Economic Assistance:				
Support of Poor	3,254,100.00	3,254,416.03	3,111,506.50	142,909.53
Other (ARRA-HPRP Grant)	0.00	246,755.42	100,801.59	145,953.83
Health Assistance:				
Ambulance Services	180,000.00	180,000.00	177,999.96	2,000.04
Social Services:				
Compass Center	0.00	35,000.00	35,000.00	0.00
Safe Home	640,014.00	1,151,179.37	655,455.84	495,723.53
Children's Inn	89,250.00	89,250.00	89,250.00	0.00
Helpline Center	2,000.00	2,000.00	2,000.00	0.00
Mental Health Services:				
Mentally Ill	1,019,300.00	1,061,255.60	867,519.50	193,736.00
Mental Health Centers	169,468.00	169,468.00	169,468.00	0.00
Culture and Recreation:				
Culture:				
Historical Museum	976,775.00	976,775.00	1,025,119.32	(48,344.32)
Memorial Day Expense	1,080.00	1,080.00	616.00	464.00
County Cemetery	450.00	1,025.43	526.55	498.88
Recreation:				
Parks	62,204.00	63,871.06	63,025.95	845.11
County Fair	100,000.00	100,000.00	99,999.96	0.04
Conservation of Natural Resources:				
Soil Conservation:				
County Extension	88,340.00	92,357.58	63,053.21	29,304.37
Urban and Economic Development:				
Urban Development:				
Planning and Zoning	517,919.00	554,926.33	553,526.98	1,399.35
Economic Development:				
Sioux Falls Development Foundation	500.00	500.00	500.00	0.00
Forward Sioux Falls	500.00	500.00	500.00	0.00
Minnehaha County Economic Development Association	5,000.00	5,000.00	5,000.00	0.00
Debt Service	0.00	0.00	16,750.00	(16,750.00)
Total Expenditures	42,587,995.00	44,268,104.97	41,925,390.62	2,342,714.35
Excess of Revenues Over (Under) Expenditures	333,971.00	(1,346,138.97)	2,324,500.03	3,670,639.00
Other Financing Sources (Uses):				
Transfers In	54,356.00	54,356.00	117,633.53	63,277.53
Transfers Out	(149,328.00)	(149,328.00)	(149,328.00)	0.00
Insurance Proceeds	70,000.00	70,000.00	24,051.40	(45,948.60)
Sale of County Property	30,000.00	30,000.00	217,532.02	187,532.02
Total Other Financing Sources (Uses)	5,028.00	5,028.00	209,888.95	204,860.95

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS
GENERAL FUND
For the Year Ended December 31, 2012
(Continued)

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Net Change in Fund Balance	338,999.00	(1,341,110.97)	2,534,388.98	3,875,499.95
Fund Balance - Beginning	5,892,575.79	5,892,575.79	5,892,575.79	0.00
FUND BALANCE - ENDING	$ 6,231,574.79	$ 4,551,464.82	$ 8,426,964.77	$ 3,875,499.95

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
BUDGETARY COMPARISON SCHEDULE - BUDGETARY BASIS
ROAD AND BRIDGE FUND
For the Year Ended December 31, 2012

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual Amounts	Positive (Negative)
Revenues:				
Taxes:				
Wheel Tax	$ 3,000,000.00	$ 3,000,000.00	$ 3,112,816.34	$ 112,816.34
Intergovernmental Revenue:				
State Grants	0.00	0.00	639,106.92	639,106.92
State Shared Revenue:				
Motor Vehicle Licenses	5,732,545.00	5,732,545.00	6,231,869.67	499,324.67
Prorate/Port of Entry Fees	310,000.00	310,000.00	385,763.45	75,763.45
63 3/4% Mobile Home/Manufactured Home	25,000.00	25,000.00	18,296.56	(6,703.44)
Motor Fuel Tax	0.00	0.00	46,248.37	46,248.37
Charges for Goods and Services:				
Public Works:				
Road Maintenance Contract Charges	3,500.00	3,500.00	5,273.69	1,773.69
Miscellaneous Revenue:				
Investment Earnings	0.00	0.00	63,277.53	63,277.53
Other	3,000.00	3,000.00	51,636.50	48,636.50
Total Revenues	9,074,045.00	9,074,045.00	10,555,291.03	1,481,246.03
Expenditures:				
Public Works:				
Highways and Bridges:				
Highways, Roads and Bridges	11,249,001.00	11,921,237.44	9,271,608.51	2,649,628.93
Intergovernmental Expenditures	0.00	0.00	309,402.70	(309,402.70)
Total Expenditures	11,249,001.00	11,921,237.44	9,581,011.21	2,340,226.23
Excess of Revenues Over (Under) Expenditures	(2,174,956.00)	(2,847,192.44)	974,279.82	3,821,472.26
Other Financing Sources (Uses):				
Transfers Out	0.00	0.00	(63,277.53)	(63,277.53)
Changes in Nonspendable - Inventory	0.00	0.00	(46,796.78)	(46,796.78)
Net Change in Fund Balance	(2,174,956.00)	(2,847,192.44)	864,205.51	3,711,397.95
Fund Balance - Beginning	6,261,432.85	6,261,432.85	6,261,432.85	0.00
FUND BALANCE - ENDING	$ 4,086,476.85	$ 3,414,240.41	$ 7,125,638.36	$ 3,711,397.95

MINNEHAHA COUNTY
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
Schedules of Budgetary Comparisons for the General Fund
and for each major Special Revenue Fund with a legally required budget.

Note 1. Budgets and Budgetary Accounting:

The County follows these procedures in establishing the budgetary data reflected in the financial statements:

1. Between the fifteenth and thirtieth days of July in each year the Board of County Commissioners prepares and files with the County Auditor a provisional budget for the following year, containing a detailed estimate of cash balances, revenues and expenditures.

2. Prior to the first Tuesday in September in each year a notice of budget hearing is published once each week for two successive weeks, and the text of the provisional budget is published with the first publication.

3. The Board of County Commissioners holds a meeting for the purpose of considering the provisional budget on or prior to the first Tuesday in September in each year. Such hearings must be concluded by October first. Changes made to the provisional budget are entered at length in the minutes of the Board of County Commissioners.

4. Before October first of each year the Board of County Commissioners adopts an annual budget for the ensuing year. The adopted budget is filed in the office of the County Auditor.

5. After adoption by the Board of County Commissioners, the operating budget is legally binding and actual expenditures for each purpose cannot exceed the amounts budgeted, except as indicated in number 7.

6. A line item for contingencies may be included in the annual budget. Such a line item may not exceed 5 percent of the total county budget.

7. If it is determined during the year that sufficient amounts have not been budgeted, state statute allows the adoption of supplemental budgets.

8. Unexpended appropriations lapse at year end unless encumbered by resolution of the Board of County Commissioners.

9. Formal budgetary integration is employed as a management control device during the year for the General Fund and special revenue funds.

Note 2. GAAP/Budgetary Accounting Basis Differences:

The financial statements prepared in conformity with USGAAP present capital outlay expenditure information in a separate category of expenditures. Under the budgetary basis of accounting, capital outlay expenditures are reported within the function to which they relate. For example, the purchase of a new sheriff's patrol car would be reported as a capital outlay expenditure on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances, however in the Budgetary RSI Schedule, the purchase of a new sheriff's patrol car would be reported as an expenditure of the Public Safety/Law Enforcement function of government, along with all other current Law Enforcement Department related expenditures.

REQUIRED SUPPLEMENTARY INFORMATION
MINNEHAHA COUNTY
SCHEDULE OF FUNDING PROGRESS - OTHER POSTEMPLOYMENT BENEFIT LIABILITY
HEALTHCARE PLAN
December 31, 2012

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability Attained Age (b)	Unfunded Actuarial Accrued Liability (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
December 31, 2008	$	$ 740,601.00	$ 740,601.00	0.00%	$ 21,409,624.00	3.50%

The Actuarial Accrued Liability is based on the Actuarial Accrued Liability as of December 31, 2008, the most recent actuarial date.

MINNEHAHA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2012

Federal Grantor/Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	2012 Expenditures
US Department of Agriculture:		
Child Nutrition Cluster:		
Indirect Federal Funding:		
SD Department of Education,		
Cash Assistance:		
School Breakfast Program	10.553	$ 13,962.80
National School Lunch Program	10.555	23,759.01
Total Child Nutrition Cluster - US Department of Agriculture		37,721.81
US Department of Housing and Urban Development:		
CDBG - State-Administered CDBG Cluster:		
Indirect Federal Funding:		
SD Governor's Office of Economic Development,		
Community Development Block Grant/State's Program and Non-Entitlement Grants in Hawaii (Note 4)	14.228	70,970.00
Other Programs:		
SD Housing Development Authority,		
ARRA Homeless Prevention & Rapid Re-Housing (HPRP)	14.257	100,801.59
Total US Department of Housing and Urban Development		171,771.59
US Department of Interior:		
Direct Federal Funding:		
Distribution of Receipts to State and Local Governments (Note 2)	15.227	11,636.00
US Department of Justice:		
JAG Program Cluster:		
Indirect Federal Funding:		
City of Sioux Falls,		
Edward Byrne Memorial Justice Assistance Grant Program	16.738	73,568.23
ARRA Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Government	16.804	47,342.84
Total JAG Program Cluster		120,911.07
Other Programs:		
Direct Federal Funding:		
State Criminal Alien Assistance Program	16.606	15,334.48
Bulletproof Vest Partnership Program	16.607	314.73
ARRA Public Safety Partnership and Community Policing Grant (Note 4)	16.710	60,235.24
Indirect Federal Funding:		
SD Department of Corrections,		
Juvenile Accountability Block Grant (Note 3) (Note 4)	16.523	100,870.82
Juvenile Justice and Delinquency Prevention-Allocation to States (Note 4)	16.540	53,619.11
SD Network Against Family Violence and Sexual Assault,		
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	62,461.47
Total US Department of Justice		413,766.92
US Department of Transportation:		
Highway Safety Cluster:		
Indirect Federal Funding:		
SD Department of Public Safety--Highway Safety,		
State and Community Highway Safety	20.600	5,550.00
Alcohol Impaired Driving Countermeasures Incentive Grants I	20.601	17,185.24
Total Highway Safety Cluster - US Department of Transportation		22,735.24
Other Programs:		
SD Department of Public Safety--Highway Safety,		
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20.608	63,452.54
Total US Department of Transportation		86,187.78

MINNEHAHA COUNTY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended December 31, 2012
(Continued)

Federal Grantor/Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	2012 Expenditures
US Election Assistance Commission:		
Indirect Federal Funding:		
SD Secretary of State,		
Help America Vote Act Requirements Payments	90.401	49,975.46
US Department of Health and Human Services:		
Indirect Federal Funding:		
SD Department of Social Services,		
Promoting Safe and Stable Families (Note 4)	93.556	72,000.00
US Executive Office of the President:		
Indirect Federal Funding:		
SD Attorney General,		
High Intensity Drug Traffic Areas Program	95.001	60,137.96
US Department of Homeland Security:		
Emergency Food and Shelter Program Cluster:		
Direct Federal Funding:		
Emergency Food and Shelter National Board Program	97.024	13,042.38
Other Programs:		
Indirect Federal Funding:		
SD Department of Public Safety - Office of Emergency Management,		
Emergency Management Performance Grants (Note 4)	97.042	194,776.74
Pre-Disaster Mitigation	97.047	12,556.25
Homeland Security Grant Program (Note 3) (Note 4)	97.067	1,296,097.14
Total US Department of Homeland Security		1,516,472.51
GRAND TOTAL		$ 2,419,870.03

Note 1: The accompanying schedule of expenditures of federal awards includes the federal grant activity of the County and is presented on the modified accrual basis of accounting unless otherwise noted. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 2: Federal reimbursements are not based upon specific expenditures. Therefore, the amounts reported here represent cash received rather than federal expenditures.

Note 3: This represents a Major Federal Financial Assistance Program.

Note 4: Of the federal expenditures presented in the schedule, the County provided federal awards to subrecipients as follows:

Program Title	Federal CFDA Number	Amount Provided to Subrecipients
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	$ 70,970.00
Juvenile Accountability Block Grant	16.523	49,299.71
Juvenile Justice and Delinquency Prevention--Allocation to States	16.540	53,619.11
Public Safety Partnership and Community Policing Grant	16.710	16,993.36
Promoting Safe and Stable Families	93.556	72,000.00
Emergency Management Performance Grant	97.042	63,324.50
Homeland Security Grant Program	97.067	1,087,663.21
Total		$ 1,412,869.89

APPENDIX D –
FORM OF BOND COUNSEL OPINION

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$__________ Limited Tax General Obligation
Certificates of Participation, Series 2013A
Evidencing Undivided Interests in Lease Payments to Be Made by the
Minnehaha County, South Dakota
Pursuant to a Lease-Purchase Agreement with
U.S. Bank National Association

We have acted as Bond Counsel in connection with the issuance of the obligations described above, dated, as originally issued, November 20, 2013 (the "2013A Certificates"), pursuant to the Fourteenth Supplemental Declaration of Trust, dated as of November 1, 2013 (the "Trust Agreement") by U.S. Bank National Association, as trustee (the "Trustee") and joined in by Minnehaha County, South Dakota (the "County"), for the purpose of providing funds to refund a portion of the 2004 Certificates.

For purposes of rendering this opinion, we have examined certified copies of certain proceedings taken, and certain affidavits and certificates furnished by the County and the Trustee, including the following:

(i) the Trust Agreement;

(ii) the Fourteenth Amendment to Lease-Purchase Agreement, dated as of November 1, 2013 (the "Lease"), between the Trustee and the County;

(iii) the Resolution adopted by the County Board on September 10, 2013 (the "Resolution") authorizing the execution and delivery of the Lease, and approving the Trust Agreement and the issuance of the 2013A Certificates;

(iv) such other documents as we have deemed relevant and necessary as a basis for the opinions set forth herein, including the form of the 2013A Certificates.

As to questions of fact material to our opinion, we have assumed the authenticity of and relied upon the proceedings, affidavits and certificates furnished to us without undertaking to verify the same by independent investigation. From our examination of such proceedings, affidavits and certificates, and on the basis of existing law, it is our opinion that:

1. The Trust Agreement and the Lease have been duly authorized, executed and delivered by the parties thereto and constitute valid and legally binding agreements of the parties thereto enforceable in accordance with the terms thereof, except to the extent to which enforceability thereof may be limited by the exercise of judicial discretion or by state or federal laws relating to bankruptcy, reorganization, moratorium or creditors' rights.

2. The 2013A Certificates evidence proportionate interests in the right to receive Lease Payments (as defined in the Lease) and certain other payments, revenues and receipts derived under the Lease, including certain funds, interest earnings, and insurance and condemnation proceeds, all in the manner set forth in the Trust Agreement. The 2013A Certificates are secured by a pledge of such payments, revenues and receipts under the Trust Agreement and by a leasehold mortgage on certain property described in the Trust Agreement.

3. By the Resolution, the County has covenanted and agreed to include in its annual budget, for each fiscal year during the term of the Lease, moneys sufficient to pay the Lease Payments and other amounts payable under the Lease, and to take all actions necessary to provide moneys for payment of its obligations under the Lease, including the levy of ad valorem taxes therefor, subject only to the limitations on such levies imposed by South Dakota law.

4. The interest component of the Lease Payments to be received by the Owners of the 2013A Certificates: (a) is not includable in gross income for federal income tax purposes; (b) is not an item of tax preference includable in alternative minimum taxable income for purposes of the federal alternative minimum tax applicable to all taxpayers; (c) is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations; and (d) is includable in gross income for South Dakota tax purposes when the recipient is a financial institution as defined in South Dakota Codified Laws, Chapter 10-43.

5. The interest component of the Lease Payments to be received by the Owners of the 2013A Certificates is includable in gross income for purposes of federal and State of South Dakota purposes.

The opinions expressed in paragraphs 1 through 3 above, are subject to the effect of any state or federal laws relating to the bankruptcy, insolvency, reorganization, moratorium or creditors' rights and the exercise of judicial discretion.

The opinions expressed in paragraph 4 above are subject to the condition of compliance by the County with all requirements of the Code that must be satisfied subsequent to the issuance of the 2013A Certificates in order that interest thereon may be, and continue to be, excluded from gross income for federal income tax purposes and that the Lease and the 2013A Certificates be and continue to be qualified tax-exempt obligations. The County has covenanted to comply with these continuing requirements. Failure to do so could result in the inclusion of the interest component of the Lease Payments to be received by the Owners of the 2013A Certificates in gross income for federal income tax purposes, retroactive to the date of issuance of the 2013A Certificates. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences to Owners of the 2013A Certificates.

Dated this 20th day of November, 2013.

LINDQUIST & VENNUM LLP

APPENDIX E –
BOOK-ENTRY-ONLY SYSTEM

The following information concerning DTC and DTC's book-entry-only system have been obtained from DTC. The County and the Financial Advisor make no representation as to the accuracy of such information.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Certificates certificate will be issued for the Certificates, in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 1 7A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfer and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly- owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry-only system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be

requested by an authorized representative of DTC. The deposit of the Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates: DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Certificates within a Series maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates. Under its usual procedures, DTC mails an Omnibus Proxy to issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of finds and corresponding detail information from the County or the Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in the "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Registrar, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar, disbursement of such payments to the Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the County or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Bond certificates will be printed and delivered.

NEITHER THE COUNTY NOR THE REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY

ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE CERTIFICATES. THE COUNTY CANNOT AND DOES NOT GIVEN ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE CERTIFICATES PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

The Book-Entry Agreement may be terminated by either the County or DTC. In the event of such a termination, if no substitute Securities Depository can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Certificates shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Portions of the foregoing concerning DTC and DTC's Book-Entry System are based on information furnished by DTC to the County. No representation is made herein by the County or the Financial Advisor as to the accuracy or completeness of such information.

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APPENDIX F –
CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of November 1, 2013 (this "Agreement"), between MINNEHAHA COUNTY, SOUTH DAKOTA, a political subdivision organized and existing under the Constitution and laws of the State of South Dakota (together with any successor to its functions hereunder, the "Issuer"); and ___________________ (the "Agent").

W I T N E S S E T H:

WHEREAS, simultaneously with the execution and delivery of this Agreement, the Issuer is issuing its $12,005,000 Limited Tax General Obligation Certificates of Participation, Series 2013A, (the "Certificates") dated as of **November 20**, 2013 pursuant to a resolution adopted by the governing body of the Issuer on September 10, 2013 (the "Resolution") and Fourteenth Supplemental Declaration of Trust, dated as of November 1, 2013 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee; and

WHEREAS, to provide for the public availability of certain information relating to the Certificates and the security therefor and to permit underwriters of the Certificates to comply with amendments to Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R.§ 240.15c2-12) (the "Rule"), which will enhance the marketability of the Certificates, the Issuer desires to enter into this Agreement; and

WHEREAS, the Agent is willing to act as the agent of the Issuer for the purposes and on the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto DO HEREBY AGREE as follows:

Section 1. Definitions and Exhibit. Terms used with initial capital letters but not defined herein shall have the meanings given such terms in the Indenture, unless the context hereof clearly requires otherwise.

In addition, the following terms, when used herein, have the following respective meanings:

Disclosure Information: the financial information and operating data relating to the Issuer for its fiscal year as specified in Subsection (a) of Section 4 hereof.

Fiscal Year: the period commencing on the first day of January of any year and ending on the last day of December of that year, or any other twelve-month period, authorized by law and specified by the governing body of the Issuer as the Issuer's fiscal year.

Material: for those events that must be reported if Material, an event is "Material" if it is an event as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material event is also an event that would be deemed Material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

MSRB: the Municipal Securities Rulemaking Board or any successor to its functions.

Official Statement: the Official Statement, dated October 30, 2013, relating to the Certificates.

SEC: the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

State: the State of South Dakota.

Section 2. Representations. Each of the parties hereto represents and warrants to each other party that (i) it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (ii) it has duly authorized the execution and delivery of this Agreement, (iii) the execution and delivery of this Agreement and performance of the terms hereof by such party do not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument to which it is a party or by which it is bound, and (iv) to its best knowledge, no litigation, proceeding or administrative matter is pending to which it is a party, or overtly threatened, contesting or questioning the legal existence of such party, its power and authority to enter into and perform this Agreement or its due authorization, execution and delivery of this Agreement.

The Issuer represents and warrants that it is the only "obligated person" in respect of the Certificates within the meaning of the Rule.

Section 3. Appointment of Agent as Agent. The Issuer hereby appoints the Agent as its agent for the purpose of disclosing the information described in this Agreement in the manner set forth herein.

The Agent hereby accepts such appointment, subject to the terms and conditions of this Agreement. The Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Agent. In the absence of bad faith on its part, the Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates furnished to the Agent and conforming to the requirements of this Agreement.

Section 4. Annual Financial Information and Reports of the Issuer. The Issuer shall cause the Disclosure Information, audited financial statements and notice of certain events to be prepared and delivered to the Agent as hereinafter provided:

(a) on or before 365 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending December 31, 2013 (each a "Submission Date"), the following financial information and operating data in respect of the Issuer (the "Disclosure Information"):

(1) the audited financial statements of the Issuer for such fiscal year, accompanied by the audit report and opinion of the accountant or government auditor relating thereto, as permitted or required by the laws of the State of South Dakota, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the Issuer, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under South Dakota law, as in effect from

time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the County, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the County; and

(2) to the extent not included in the financial statements referred to in paragraph (1) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings Appendix B "Tables I, II, III, IV, V, VI, VII, IX, X and XI";

(3) a certificate of the County Auditor of the Issuer stating in effect that such information is the Disclosure Information required to be submitted under this subsection (a).

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the Issuer shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the Issuer shall provide the audited financial statements.

Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on the Internet Web site of the MSRB. The Issuer shall clearly identify in the Disclosure Information each document so incorporated by reference.

If any part of the Disclosure Information can no longer be generated because the operations of the Issuer have materially changed or been discontinued, such Disclosure Information need no longer be provided if the Issuer includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other Issuer operations in respect of which data is not included in the Disclosure Information and the Issuer determines that certain specified data regarding such replacement operations would be a Material Fact, then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph then the Issuer shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided..

(b) The Issuer shall also provide or cause to be provided to the MSRB notice in a timely manner not in excess of ten (10) business days of the occurrence of any of the following events or conditions of which any member of its governing body, the chief administrative officer, the recording officer or the fiscal officer of the Issuer has actual knowledge, information about which is not otherwise generally available to the public and which is Material:

(A) Principal and interest payment delinquencies;

(B) Non-payment related defaults, if Material;

(C) Unscheduled draws on debt service reserves reflecting financial difficulties;

(D) Unscheduled draws on credit enhancements reflecting financial difficulties;

(E) Substitution of credit or liquidity providers, or their failure to perform;

(F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Certificates, or other Material events affecting the tax status of the Certificates;

(G) Modifications to rights of security holders, if Material;

(H) Bond calls, if Material, and tender offers;

(I) Defeasances;

(J) Release, substitution, or sale of property securing repayment of the securities, if Material;

(K) Rating changes;

(L) Bankruptcy, insolvency, receivership or a similar event with respect to the obligated person;

(M) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material; and

(N) Appointment of a successor or additional trustee or the change of name of a trustee, if Material.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

Section 5. Disclosure to Public. The Agent is authorized and directed to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time:

(a) the information described in Sections 4(a) and (b) hereof, together with identifying information as prescribed by the MSRB from time to time with all documents provided to the MSRB under Section 4;

(b) notification of the failure of the Issuer to provide Disclosure Information required to be provided to the Agent hereunder, within ten (10) days;

(c) any amendment of or supplement to this Agreement entered into in accordance with Section 11 hereof;

(d) the discharge of the obligations of the Issuer under the Resolution and the Indenture before the final stated maturity date of the Certificates or the defeasance of any Certificates under the relevant Indenture;

(e) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and

(f) any change in the fiscal year of the Issuer.

Section 6. Disclosure to Bondholders and Rating Agencies. The Agent is further authorized and directed to forward in an appropriate manner to any rating agency then maintaining a rating of the Certificates and, at the expense of such Bondholder, to any Bondholder who requests in writing such information, the information described in Sections 4(a) and (b), hereof, at the time of such transmission under Section 5 hereof, or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.

Section 7. Costs, Expenses and Indemnification of Agent. The Issuer hereby agrees to pay reasonable compensation of the Agent for, and all costs and expenses of the Agent incurred in, performing the services required of it under this Agreement. In addition to any and all rights of the Agent to reimbursement or indemnification or other rights at law or in equity, the Issuer hereby agrees to indemnify and hold harmless the Agent and its officers, directors and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including reasonable attorneys' fees and expenses) which such indemnified party may incur by reason of or in connection with the Agent's disclosure of information pursuant to this Agreement; provided that the Issuer shall not be required to indemnify the Agent for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or negligence of the Agent in such disclosure of information hereunder. The provisions contained in this Section 7 shall survive termination of the other provisions of this Agreement, the Indenture, the Resolution or the resignation or removal of the Agent.

Section 8. Defaults and Remedies. Failure of the Issuer or the Agent to comply with any provisions of this Agreement on its part to be observed shall constitute a default hereunder and any party hereto aggrieved thereby, including the holders of any Outstanding Certificates as third-party beneficiaries hereof, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained herein. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder and are hereby waived to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Agreement constitute a default under the Certificates, the Indenture or the Resolution.

In addition to the foregoing remedies, in the event the Issuer breaches its covenant to provide the Disclosure Information to the Agent under Section 4 hereof by the Submission Date, and such breach continues for a period of ten (10) days after there has been given, by certified mail, to the Issuer by the Agent, or to the Issuer and the Agent by any holder of an Outstanding Bond, a written notice stating that it is a "Notice of Default" hereunder specifying such breach and requiring it to be remedied.

Section 9. Binding Effect; Bondholders as Third-Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Agent and their respective successors and

assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the Holders from time to time of the Outstanding Certificates. Said third-party beneficiaries shall be entitled to enforce performance and observance by the parties of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto; provided that this Agreement (other than this Section 9) may be amended or supplemented from time to time without notice to or the consent of such third-party beneficiaries. Nothing in this Agreement, express or implied, shall give to any Person, other than the parties hereto and their respective successors and permitted assigns as provided herein, and the Holders of the Outstanding Certificates, any benefit or other legal or equitable right, remedy or claim under this Agreement.

Section 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 11. Amendments, Changes and Modifications. This Agreement (and the form and requirements of the Disclosure Information) may not be effectively amended or supplemented except in a writing executed by the parties hereto accompanied by an opinion of Bond Counsel to the effect that such amendment or supplement is required by, or better complies with, the provisions of the Rule or other applicable law. This Agreement may be amended or supplemented from time to time without notice to or the consent of the Bondholders (except as provided in Section 6 hereof).

Section 12. Resignation or Removal of Agent. The Agent may be removed at any time by the Issuer by a written instrument delivered to the Agent. The Agent may at any time resign and be discharged of the duties and obligations imposed on it hereunder by giving at least 30 days' written notice to the Issuer.

Section 13. Miscellaneous Provisions. (a) Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(b) Construction. This Agreement is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

(c) Term. This Agreement shall remain in effect so long as any Certificates are Outstanding.

Section 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State.

MINNEHAHA COUNTY, SOUTH DAKOTA

Dated: November 1, 2013

By ______________________________
Chairman

And ______________________________
County Auditor